



Mail Stop, TX8-044-03-05  
16001 N. Dallas Pkwy.  
Addison, TX 75001

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Notice Date: 1/13/2010

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#### ABOUT YOUR LOAN

Please read this letter carefully and keep a copy for your records. It reflects a change to the terms of your loan.

Everyone goes through difficult times, and that's when you need someone on your side the most. BAC Home Loans wants to help you find solutions. During our recent telephone conversation, we discussed a potential reduction in your monthly payment for your loan referenced above. Please read this letter carefully, as it amends your Home Equity Loan Agreement and Truth-In-Lending Disclosure ("Agreement"). Also, keep in mind that you need to successfully complete the actions outlined below in "**What You Need to Do**" in order for the changes to your loan to be effective.

This letter confirms the agreement reached in our recent telephone conversation to modify your mortgage loan with BAC Home Loans Servicing, LP for the loan referenced above. In an effort to meet your financial needs, we have agreed to reduce your interest rate. Your new interest rate will be **1% "Modified Rate"** for **12 Months** with a new monthly payment of **\$64** beginning as of the due date of your most delinquent payment. At the end of the **12 Months** period, your rate will adjust to **4.68%** for **3 Months** to allow you time to gradually adjust back to your original rate. At the end of this period, your rate will reset back to the rate established under the original terms of your loan agreement, unless you have entered into other arrangements with BAC Home Loans by that time\*. As we had stated in our telephone conversation, in order for BAC Home Loans to finalize the modification terms specified in this letter, you must successfully complete the three month trial period at the reduced rate, after which the modification will be finalized with the modified rate stated above, the remaining delinquent *interest* payments will be forgiven and your account brought current. These payments should be sent instead of, not in addition to your normal monthly mortgage payment.

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#### WHAT YOU NEED TO DO

In order to take advantage of the lower interest rate and to have your past due balance forgiven, you must make payments totaling three monthly payments within three months of the date of this letter (see the "Notice Date" above) in the amount specified above. After you have made the three monthly payments within the required time period, your remaining past due balance

will be adjusted to zero (exclusive of any late charges or fees) and your loan will be brought current.

Please be aware that you will have only one opportunity to successfully complete the trial period. If you do not make the three payments within the required time period, your loan will remain delinquent, your past due interest will not be forgiven, and your interest rate will not be reduced to the rate stated above. The trial period payment described above is less than your normal monthly payment, therefore, will not be applied to your loan, but will remain in a suspense account until enough money is received to be applied as your normal monthly payment. This will also cause your delinquency on your account to increase. In addition, should you fail to complete the three month trial period successfully, or re-default after the modification is complete, you will not be reevaluated for this program. However, BAC Home Loans will continue to work with you on any other options you may qualify for.

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**THANK YOU FOR YOUR BUSINESS**

Please read this letter carefully, sign and return the original to the address at the top of this letter acknowledging that you understand and accept the terms and conditions stated in this letter, and maintain a copy for your files. This letter must be returned **within 10 days** of the date of this letter or the offer will be rescinded. If you have a different understanding of our telephone agreement, or if you have any questions about this letter agreement, please call us immediately at 800.669.0102.

BAC Home Loans is a participating servicer in the Treasury's "Making Home Affordable" (MHA) Program. For more information, go to <http://www.bankofamerica.com/mha>. When you successfully qualify for a first lien MHA loan modification, whether your first lien loan is serviced by BAC Home Loans or another lender, it could lead to a second lien MHA loan modification as well. Even if you are not eligible for the first lien MHA loan modification today, a change in financial circumstances may prompt future eligibility. Therefore, this modification and any other relief options provided may be reviewed again at a later date to help you determine first lien MHA loan modification eligibility and to offer additional second lien loan assistance when possible.

Getting through a financial hardship is easier when there is help. Please call one of our knowledgeable associates at 800.669.0102 anytime Monday through Thursday 5 a.m. to 9 p.m., Friday 5 a.m. to 7 p.m., Saturday 7 a.m. to 12 p.m., or Sunday 3 p.m. to 8 p.m. (Pacific Time).

The Home Retention Division

Please sign below indicating acceptance of the terms herein and return it to us immediately. By signing these documents, you expressly acknowledge that you have no questions about your obligations under these documents. The terms of your original mortgage documents remain in full force and effect. If you default under this temporary repayment plan, BAC Home Loans shall have the right to exercise any rights it may have and enforce any obligations that you owe under your mortgage documents. Please retain a copy of these documents for your records.

I (We) have read, understand and accept the terms and conditions stated in this letter:

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Date

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**MODIFICATION AGREEMENT**

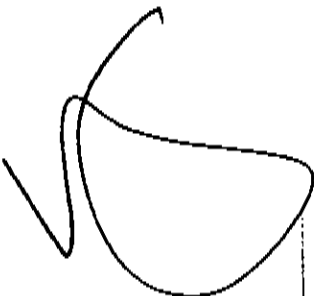
If my representations in Section 1 continue to be true in all material respects, then this Modification Agreement (this "Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Servicer and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the existing scheduled monthly mortgage payments now or in the near future;
- B. The Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I choose to rely on such income when requesting to qualify for the Servicer's modification program (the "Program"));
- E. Under penalty of perjury, all documents and information I have provided to Servicer in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Servicer requires me to obtain credit counseling in connection with the Program, I will do so;
- G. No fraud or deception occurred with respect to the origination or servicing of the Loan Documents; and
- H. I have paid to Servicer the initial payment to be scheduled under this Agreement in good U.S. funds.

283.14 x 12  
3400 x 5  
17,000



AM

If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I" or "me." For purposes of this document words signifying the singular (such as "I" or "me") shall include the plural (such as "we") and vice versa where appropriate.

old  
New

53  
\$1019.00 7.49% → P+I only  
\$895.86 4.15% fixed for 5 years  
PITI 9th year caps @ 8.0%

2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:
- A. TIME IS OF THE ESSENCE under this Agreement;
  - B. If prior to the Modification Effective Date as set forth in Section 3 Servicer determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Servicer will have all of the rights and remedies provided by the Loan Documents; and
  - C. I understand that the Loan Documents will not be modified unless and until (i) this Agreement has been signed by Servicer, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Servicer will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. The Modification. If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on the date inserted by Servicer under its signature below (the "Modification Effective Date"). The Loan Documents will be modified and the first modified payment will be due on 1/1/2010. Notaholder has delegated authority to Servicer to enter into this Agreement, and Servicer is acting on behalf of Notaholder.

- A. The Maturity Date will be: 4/1/2037.
- B. The new Principal balance of my Note will be \$143,650.81 (the "New Principal Balance"). The total amount owed on the Note, which includes the New Principal Balance plus all outstanding fees, charges and past due interest, will be \$148,512.02. Of total amount                      in the amount of \$0.00 is included, which will be spread out over the first five years, so long as you remain current under this Agreement.
- C. Interest at the rate of 4.150 % will begin to accrue on the New Principal Balance as of 12/1/2009 and the first new monthly payment on the New Principal Balance will be due on 1/1/2010. My interest rate and payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Other Amounts	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-5	4.1500%	12/1/2009	\$734.23	\$181.63 adjusts annually after year 1	\$0.00	\$895.86 adjusts annually after year 1	1/1/2010	60
6	5.1500%	12/1/2014	\$805.38	Adjusts Annually	N/A	Adjusts Annually	1/1/2015	12
7	6.1500%	12/1/2015	\$877.31	Adjusts Annually	N/A	Adjusts Annually	1/1/2016	12
8	7.1500%	12/1/2016	\$949.64	Adjusts Annually	N/A	Adjusts Annually	1/1/2017	12
9-[40]	8.0000%	12/1/2017	\$1,011.00	Adjusts Annually	N/A	Adjusts Annually	1/1/2018	231
Final Payment	0%	N/A	N/A	N/A	N/A	\$0.00	End of term	0

\*This reflects any past due amounts added to the end of the Loan term.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
  - E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
4. Additional Agreements. I agree to the following:
- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless a borrower or co-borrower is deceased or the Servicer has waived this requirement in writing.
  - B. That this Agreement shall supersede the terms of any modification, forbearance that I previously entered into with respect to the Loan.

- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That this Agreement constitutes notice that the Servicer's waiver as to payment of Escrow items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account. Unless expressly required by applicable law, Servicer shall not be required to pay me any interest with respect to the Escrow Account. Unless expressly prohibited by law, I hereby waive my right to receive interest with respect to the Escrow Account.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Servicer and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Servicer's prior written consent, Servicer may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Servicer shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If Servicer exercises this option, Servicer shall give me notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Servicer may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.
- I. If Servicer chooses to release me from any default under the Loan Documents, Servicer will not be prohibited from pursuing any remedies available, including, but not limited to, foreclosure on the Property, for any future default under the Loan Documents.
- J. I have no right of set-off or counterclaim or any defense to the obligations under the Loan Documents. I waive and release Servicer for any claims, actions and defenses based upon any other prior agreements affecting the Loan Documents. I hereby confirm that no other prior terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning the modification of the Loan Documents that are inconsistent with the terms of this Agreement shall affect the Loan Documents or negate the operation and effect of this Agreement.
- K. Any expenses incurred in connection with the servicing of the Loan, but not yet charged to the Loan account as of the date of this Agreement, may be charged to the Loan account and secured by the Mortgage after the Effective Date.
- L. I shall make execute such other documents or papers as may be reasonably necessary or required to effectuate the terms and conditions of this Agreement.

*(Signature Immediately Follows)*