

Bank of America.NC4-105-02-66
PO BOX 21848
Greensboro, NC 27499**Retain for your Records****Notice Date: 12/3/2009**

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.

This letter confirms the agreement reached in our recent telephone conversation to modify your home equity line of credit agreement with Bank of America 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 fixed at 1.25% for 24 months beginning as of the due date of your most delinquent payment. 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 Bank of America by that time*. As we had stated in our telephone conversation, in order for Bank of America 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 rate stated above, any remaining unpaid interest will be deferred, and delinquent payments will brought current. Any deferred interest must be paid on or before the maturity date of your loan. These payments should be sent instead of, not in addition to your normal monthly payment. Please note that although your interest rate will be fixed for the agreed period, your monthly payments may vary from month to month because of the different number of days in different months.

WHAT YOU NEED TO DO

In order to take advantage of the lower interest rate and to have your past due balance brought current, you must make three trial payments within three months of the date of this letter. (see the "Notice Date" above)

Your trial payments are \$281.55.

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, and your interest rate will not be reduced to the rate stated above.

Account No. 1

The trial period payment described above is less than your normal monthly payment, therefore, will not satisfy your required monthly payment due 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, Bank of America will continue to work with you on any other options you may qualify for.

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 1800-936-6362.

Getting through a financial hardship is easier when there is help. Please call one of our knowledgeable associates at 1800-936-6362 anytime Monday through Thursday 8 a.m. to 9 p.m., Friday 8 a.m. to 5 p.m., Saturday 8 a.m. to 12 p.m., or Sunday 12 p.m. to 9 p.m. (Eastern Time).

The sooner we can talk, the sooner we can try to help.

The Home Retention Division

Except as stated in this letter, all terms and conditions in your line of credit agreement will remain unchanged. The change to your interest rate and payment outlined in this letter will not prevent further action by Bank of America concerning your account as permitted by your line of credit documents and applicable law during the time your interest and payment reduction is in effect, including possible collection activity, foreclosure proceedings, or other actions. During the 12 or 24 month period of the interest rate reduction, if the periodic rate under your original loan agreement is reduced below the new reduced interest rate, you will receive the lower of the two rates. Your 12 or 24 month margin adjustment will be effective as of the most delinquent payment installment.

I understand and accept the terms and conditions stated in this letter:

DEC 9/09
Date

DEC 9/09
Date