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**Home Loans**

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

BAC Home Loans Servicing, LP is committed to helping our valued customers who may be having difficulty in making their mortgage payments. Enclosed is a proposed agreement to modify your loan.<sup>1</sup> This modification agreement will not be binding or effective unless and until it has been signed by both you and BAC Home Loans Servicing, LP. Further, in order for the loan modification to become effective, you must complete the actions in the "To Accept the Proposed Modification" section of this letter by no later than January 27, 2010.

**SUMMARY OF PROPOSED MODIFICATION**

Current Interest Rate:	7.200%
New Interest Rate:	4.500%
Unpaid Principal Balance <sup>2</sup>	\$215,478.62
New Maturity Date:	June 1, 2036 <sup>3</sup>
Effective Date of New Interest Rate:	January 1, 2010
Interest Rate Terms:	Refer to Interest Rate Changes Section Below
First Payment Due Date under new terms:	February 1, 2010

A breakdown of your new monthly payment is as follows:

P&I Payment:	\$1,163.12
Escrow / Option ins.:	\$0.00
<b>New Monthly Payment:</b>	<b>\$1,163.12<sup>4</sup></b>

*(must be included with modification agreement)*

- <sup>1</sup> The enclosed terms are based upon information you provided to us and may be subject to validation.
- <sup>2</sup> Your "Unpaid Principal Balance" is calculated by adding the Delinquent Balance to your current Unpaid Principal Balance of \$206,706.94.
- <sup>3</sup> Your new maturity date may have changed from your current maturity date as a result of the modification terms. This agreement will bring the loan current; however, you are still required to pay back the entire unpaid principal balance by the maturity date for your loan.
- <sup>4</sup> Your first new monthly payment is due with the executed agreement. This payment is subject to change if your escrow payment changes. Escrow includes amounts to pay taxes and insurance on your home.

**TO ACCEPT THE PROPOSED MODIFICATION, COMPLETE THE FOLLOWING BY :**

**January 27, 2010:**

1. **Carefully review all documentation enclosed<sup>6</sup>.** On the following pages, we have outlined important legal terms and notices of this change. It is very important that you read and understand these terms.
2. **Sign and date the enclosed Loan Modification Agreement 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 on the enclosed agreement.**

**Special Requirement if the Loan Modification Agreement is being executed in California.** If executing the Loan Modification Agreement in the state of California, you must also sign and execute the **California Notary Acknowledgement** in the presence of a notary. It will be utilized by a notary of the state of California in place of the notary section contained in the Loan Modification Agreement.

3. **Remit the First Payment Due under the modified terms in the amount \$1,163.12 in CERTIFIED CHECK OR MONEY ORDER.** Please use the enclosed self addressed envelope to provide payment.

First New Monthly Payment:	\$1,163.12
Interest:	\$8,681.68
Fees:	\$90.00
Escrow:	\$0.00

**Total Amount Due with Executed Agreement: \$1,163.12**

4. **Sign and date the enclosed Modification Bankruptcy Disclosure Rider (notary NOT required).** All parties who own an interest in the property must sign the Bankruptcy Disclosure as their name appears on the enclosed document. This disclosure confirms that you have had the opportunity to consult with an attorney regarding this modification agreement, that you are willingly entering this agreement and understand that it does not effect the discharge of your personal liability on the note.
5. Using the pre-addressed, pre-paid FedEx envelope and the address label provided, **return all properly signed and notarized documents and first payment no later than January 27, 2010**

**DID YOU REMEMBER?**

- Loan Modification Agreement (See Item #2 above)
- California Notary Acknowledgement (if applicable. See above)
- Certified Check or Money Order for the Total Amount Due for First Payment
- Modification Bankruptcy Disclosure Rider (See above)

**NOTE:** Failure to return all documents correctly signed, dated and notarized and the first payment as requested will result in processing delays.

<sup>6</sup> BAC Home Loans Servicing, LP is required by law to inform you that this communication is from a debt collector.

**IMPORTANT TERMS OF PROPOSED MODIFICATION**

Upon the modification agreement becoming binding and effective, the mortgage will be modified to reflect the following terms. *Please read this section carefully* to understand the impact of this modification on your current mortgage.

**Delinquent Balance**

The following shows your current delinquent balance as of 1st day of January, 2010. This reflects the total amount needed to bring your loan current. The proposed modification will cure the below delinquency and bring your loan current; however, it may also increase your monthly payment.

Delinquent interest accrued from June 1, 2009 to January 1, 2010	\$3,681.68
Fees and Costs*:	\$90.00
Delinquent Escrow	\$0.00
 Total Amount to be added to your Principal Balance:	 \$8,771.68

**Fees and Costs are Estimated\***

Fees may include but are not limited to property inspection fees, property preservation fees, legal fees, appraisal fees, BPO fees, title report fees, recording fees and/or subordination fees. We have made every attempt to estimate the amount of fees and costs that may have been incurred and not yet paid by Bank of America Home Loans, LP in the servicing of your loan. Fees and costs incurred but not yet billed and not included above will remain your responsibility following the modification.

You will not pay any modification fee in connection with this Agreement.

**Notice of Interest Rate Changes**

Your current interest rate is 7.200%.

Under the terms of the modification, your loan becomes a STEP RATE LOAN. Your new reduced rate of 4.500% will be effective as of the February 1, 2010 payment.

A breakdown of the scheduled interest rate changes is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-5	4.500%	January 1, 2010	\$1,163.12	February 1, 2010	60
6	5.000%	January 1, 2015	\$1,216.25	February 1, 2015	Remaining Payments To Maturity Date

**Other Conditions that May Apply**

Upon request, you may be asked to provide a copy of your most recent supporting income receipts (pay stubs). If you are self-employed, please include the last two (2) quarters of your Profit and Loss Statements (P&L Statements). If you have recently secured new employment, please include a letter from your employer verifying net and gross income. Please do not send originals.

In some cases, a lender's title insurance policy or endorsement may be required. The policy insures the Modified Mortgage as a valid lien in accordance with our requirements. If you have any other encumbrances on the property, then you may be required to obtain agreements by which other secured creditors subordinate their interest to the Modified Mortgage.

If any issues arise between the date of this letter 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 not sign the modification agreement and we may 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 January 27, 2010, we will continue our collections actions without giving you additional notices or response periods.**

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**IF YOU HAVE QUESTIONS**

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 1-877-257-0711. You can also learn more about our Homeownership Retention Program by visiting us online at [www.bankofamerica.com](http://www.bankofamerica.com).

We are committed to providing you the help you need to remain in your home. Please take advantage of this opportunity by completing the enclosed forms, or call us to see how we can help you. We look forward to receiving all required documents and your first payment prior to the document return deadline of January 27, 2010.

Sincerely,

Home Retention Division  
BAC Home Loans Servicing, LP

RECORDING REQUESTED BY:  
BAC Home Loans Servicing, LP  
Attn: Home Retention Division  
7105 Corporate Drive  
(PTX-B-36)  
Plano, TX 75024

—SPACE ABOVE THIS LINE FOR RECORDER'S USE—

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 28th day of December, 2009, between C. . . . . (the "Borrower(s)") and BAC Home Loans Servicing, LP (the "Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the 11th day of May, 2008 in the amount of 189,500.00, and (2) the Note bearing the same date as, and secured by, the Security Instrument, and (3) any prior agreements or modifications in effect relative to the Note and Security Instrument which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at BAKERSFIELD, CA 93308.

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 (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of the 1st day of January, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$215,478.82, consisting of the amount(s) loaned to the Borrower by the Lender which may include, but are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date. 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.
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 for the first 5 years of the modified term at the yearly rate of 4.500% from the 1st day of January, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,163.12 beginning on the 1st day of February, 2010.

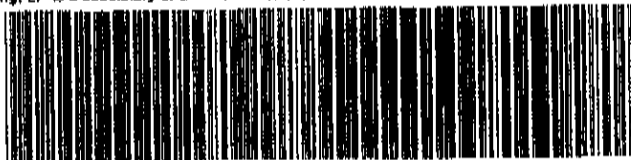
Beginning on the first day of the 6th year, interest will be charged at the yearly rate of 5.000% from the 1st day of January, 2015. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,216.25 beginning on the 1st day of February, 2015, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of June, 2038 (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. 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, 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 date specified 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.
5. The Borrower will make such payments at Payment Processing PO Box 10219 Van Nuys, CA 91410 or at such other place as the Lender may require.
6. Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note

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**Section 2a: Home Affordable Modification Trial Period Plan  
Mortgage Servicer Copy 1**



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Investor Loan #

**HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN  
(Mortgage Servicer Copy 1)**

Trial Period Plan Effective Date: February 1, 2010

Borrower ("I")<sup>1</sup>

Servicer ("Ser

Date of first lie

Loan Number:

Property Addr

If I am in compliance with this Trial Period Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Servicer will provide me with a Home Affordable Modification Agreement ("Modification Agreement"), as set forth in Section 3, that would 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 Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Servicer, the Servicer will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Servicer sign it and Servicer provides me with a copy of this Plan with the Servicer's signature.

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

- A I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B I live in the Property as my principal residence, and 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 am providing or already have provided documentation for all income that I receive (and I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);

<sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



**Section 2a: Home Affordable Modification Trial Period Plan  
Mortgage Servicing Cap 1**

**Bank of America**  **Home Loans**

- E Under penalty of perjury, all documents and information I have provided to Servicer pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- F If Servicer requires me to obtain credit counseling, I will do so.
2. **The Trial Period Plan.** On or before each of the following due dates, I will pay the Servicer the amount set forth below ("Trial Period Payment"), which includes payment for Escrow Items, including real estate taxes, insurance premiums and other fees, if any, of U.S. \$958.50.

Trial Period Payment #	Trial Period Payment	Due Date On or Before
1	\$958.50	February 01, 2010
2	\$958.50	March 01, 2010
3	\$958.50	April 01, 2010
4	\$958.50	May 01, 2010

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period (the "Trial Period") commencing on the Trial Period Effective Date and ending on the earlier of: (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- A TIME IS OF THE ESSENCE under this Plan;
- B Except as set forth in Section 2.C. below, the Servicer will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by applicable law;
- C If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the Servicer may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D The Servicer will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Servicer and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E When the Servicer accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under

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HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3155 3/09



**Section 2a: Home Affordable Modification Trial Period Plan  
Mortgage Servicer Copy**

**Bank of America**  **Home Loans**

the Loan Documents;

- F If prior to the Modification Effective Date, (i) the Servicer does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Servicer determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Servicer will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and
- G I understand that the Plan is not a modification of the Loan Documents and that the Loan Documents will not be modified unless and until (i) I meet all of the conditions required for modification, (ii) I receive a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed. 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 Plan.
3. **The Modification.** I understand that once Servicer is able to determine the final amounts of unpaid interest and any other delinquent amounts (except late charges) to be added to my loan balance and after deducting from my loan balance any remaining money held at the end of the Trial Period under Section 2.D. above, the Servicer will determine the new payment amount. If I comply with the requirements in Section 2 and my representations in Section 1 continue to be true in all material respects, the Servicer will send me a Modification Agreement for my signature which will modify my Loan Documents as necessary to reflect this new payment amount and waive any unpaid late charges accrued to date. Upon execution of a Modification Agreement by the Servicer and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Servicer and me for the remaining term of the loan.
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 Plan, unless a borrower or co-borrower is deceased or the Servicer has waived this requirement in writing.
- B To comply, except to the extent that they are modified by this Plan, 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.
- C That this Plan 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.
- D That all terms and provisions of the Loan Documents remain in full force and effect; nothing in this Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents. The Servicer and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.

