

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



THE LAW OFFICES OF
Prepared By:
RUTH RUHL, P. C.
2305 Ridge Road, Suite 106
Rockwall, TX 75087
MICHAEL GADDIS
[Space Above This Line For Recording Data]

Loan No.: [REDACTED]
MERS No.: [REDACTED] MERS Phone: 1-888-679-6377

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), effective this 1st day of December, 2010,
between [REDACTED] as joint tenants
("Borrower")

and Aurora Loan Services LLC
("Lender"),
and Mortgage Electronic Registration Systems, Inc. ("Beneficiary"),

amends and supplements (1) the Deed of Trust (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated February 20th, 2007, 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 March 1st, 2007, in Book/Liber N/A, Page N/A, Instrument No. [REDACTED], Official Records of San Diego County, California 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 [REDACTED] OCEANSIDE, California 92057

Loan No.: [REDACTED]

the real property described being set forth as follows:

REAL PROPERTY IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:


LOT 78 OF OASIS, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 14127, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 29, 2000.

APN: 158-700-61-00

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 December 1st, 2010, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$726,279.64, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

2. \$137,346.19 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$588,933.45. Interest at the rate of 3.000% will begin to accrue on the Interest Bearing Principal Balance as of December 1st, 2010 and the first new monthly payment on the Interest Bearing Principal Balance will be due on January 1st, 2011. The new Maturity Date will be June 1st, 2037. My payment schedule for the modified Loan 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	3.000%	12/01/2010	\$2,108.29	01/01/2011	60
6	4.000%	12/01/2015	\$2,425.61	01/01/2016	12
7-27	4.625%	12/01/2016	\$2,630.75	01/01/2017	245
n/a	N/A	N/A	\$316,550.76	06/01/2037	1
N/A	N/A	N/A	\$N/A	N/A	N/A
N/A	N/A	N/A	\$N/A	N/A	N/A

3. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and the Security Instrument by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.

4. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.

Loan No. [REDACTED]

5. 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.

6. 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.

7. 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.

Loan No. [REDACTED]

(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.

8. If the Borrower has, since inception of his loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

01-07-2011
Date

[REDACTED] (Seal)
[REDACTED] -Borrower

01-07-11
Date

[REDACTED] (Seal)
[REDACTED] -Borrower

Date

[REDACTED] (Seal)
[REDACTED] -Borrower

Date

[REDACTED] (Seal)
[REDACTED] -Borrower



BORROWER ACKNOWLEDGMENT

State of California
County of San Diego

MICHAEL GADDIS

On [REDACTED], before me, [REDACTED] [name and title of officer] personally appeared Danilo Dagdayan and Lornis Dagdayan who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [REDACTED] (Seal)

Printed/Typed Name: [REDACTED]

My Commission Expires: NOV 11 2011

Please do NOT sign outside of the black border