

RECORDING REQUESTED BY:
 BAC Home Loans Servicing, LP
 Attn Home Retention Division: CA6-919-01-43
 400 Countrywide Way
 Simi Valley, CA 93065

Loan #: [REDACTED]

FOR INTERNAL USE ONLY

LOAN MODIFICATION AGREEMENT (Interest Only Adjustable Interest Rate-Recorded)

This Loan Modification Agreement ("Agreement"), made this 16th day of February 2010, between [REDACTED] and BAC Home Loans Servicing, LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 23rd day of December 2005 and in the amount of \$620,000.00 and recorded on the 30th day of December 2005 in Book No. None, Page No. None as Document No. [REDACTED] in the Official Records of SAN DIEGO County, in the State of 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 the Security Instrument and defined therein as in the 'Property', located at [REDACTED] CHULA VISTA, CA 91813.

Please See Attached Exhibit (A)

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 the 1st day of April 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$654,842.50 consisting of the amount(s) loaned to the Borrower by the Lender which may include, are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date.

Borrower's Repayment Commitment and Important Information about Borrower's Interest-Only Loan:
 (a.) Borrower's Repayment Agreement:

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 at the yearly rate of 3.500% from the 1st day of March 2010. The Borrower promises to make monthly payments of interest of U.S. \$1,734.37 beginning on the 1st day of April 2010. The monthly payment will adjust in accordance with the Note, and any other loan document that is affixed to or incorporated into the Note and Rider and provides for, implements or relates to any change or adjustment in the monthly payment and the interest rate under the Note. The payment of interest only applies during the Interest-Only Period as described in the Note. Thereafter, Borrowers understands that the payment will increase to include payments of principal and interest as explained in more detail below. If on the 1st day of January 2036 (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.

(b.) Impact of this Agreement on the new Interest-Only Payment and on the Amount of Interest Borrower will pay over the life of the loan:

Borrower understands that by agreeing to add the unpaid past-due Interest-Only payments (Unpaid Interest Due), fees, and other costs (collectively 'Unpaid Amounts Due') to the Unpaid Principal Balance, the added Unpaid Amounts Due accrue interest at the Note Rate. Borrower also understands that this means interest will accrue on the Unpaid Interest Due, and that this would not happen without this Agreement.

Borrower understands the result of this Agreement is to increase the amount of interest that will be owed over the term of the loan. The Interest-Only payment amount Borrower owes (assuming there has been no change in the interest rate on Borrowers loan) will also therefore be higher. This is because the amount of principal is higher and the interest due is recalculated because it is charged on that higher principal amount.

(c.) Impact of this Agreement on Monthly Payments at the End of the Interest-Only Period:

After the Interest-Only Period ends, Borrower understands the monthly payment will increase—even if Borrower's interest rate stays the same—because Borrower must start repaying the principal, as well as the interest, for the remainder of the loan term. Because this Agreement results in the Unpaid Amounts Due being added to principal, the amount of principal that is due with each monthly payment will also increase, which results in a bigger monthly payment. Borrower also understands the need to plan for this increase in the monthly payment when the Interest-Only Period ends and that at that time Borrower will no longer have the choice of paying the interest-Only monthly amount. Borrower understands that the increase in the monthly payment amount could be significant and result in a condition referred to as payment shock.

(d.) Understanding the Monthly Statement during the Interest-Only Period

Borrower understands that the Interest-Only Loan Monthly Statement during the Interest-Only Period has added features to offer more than the Interest Only Payment. Although Borrower's Interest-Only loan offers the freedom to pay only the interest portion of the payment due each month for a specified period of time, Borrower also understands he or she has the choice to pay other amounts, which will assist Borrower in paying down the principal balance. If Borrower chooses to pay extra money beyond the Interest-Only payment amount in a given month, Borrower understands this will reduce the principal owed. The next month, the Interest-Only payment amount Borrower owes (assuming there has been no change in the interest rate on Borrower's loan) will be lower. This is because the amount of principal is lower and the interest due is recalculated because it is charged on that lower principal amount. Borrower understands that paying more and reducing principal can also mean that Borrower will build equity in the home more quickly. Borrower understands that the Amortized Payment Choice and 15-Year Amortized Payment Choice in the Interest-Only monthly statement provide Borrower with several easy ways each month to select a payment that reduces Borrower's principal.

- 3 The Borrower will make such payments at 400 Countrywide Way, Simi Valley, CA 93065 or at such other place as the Lender may require.

4

he Note and
ent will

remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.

5 In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, mislabeled, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing

Dated

STATE OF _____
COUNTY OF _____

On _____ Before _____

Notary Public, personally appeared _____

personally known to me (or 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature
THE LAW OFFICES OF
MICHAEL GADDIS
BAC Home Loans Servicing, LP
By: _____ Dated: _____

STATE OF _____
COUNTY OF _____

On _____ Before _____

Notary Public, personally appeared _____

personally known to me (or 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature