



Bank of America, N.A.  
Attn Home Retention Division: CA6-919-01-43  
400 National Way  
Simi Valley, CA 93065

September 29, 2011

[REDACTED]  
Fallbrook CA 92028

Loan# [REDACTED]  
Property Address: FALLBROOK, CA 92028

## IMPORTANT MESSAGE ABOUT YOUR LOAN

We are pleased to advise you that your loan modification has been approved. In order for the modification to be valid, the enclosed documents need to be signed, notarized, and returned with the requested certified funds.

The following amounts will be added to your current principal balance, resulting in a modified principal balance of \$288,568.84 prior to your first payment date. The amount added to your loan is:

Interest:	\$12,276.39
Fees:	\$0.00
Escrow:	\$289.96
Total:	\$12,566.35

Your new modified monthly payment will be \$1,961.63, effective with your November 1, 2011 payment. This payment is subject to change if your escrow account is reanalyzed or if you have a step rate or adjustable rate loan type.

A breakdown of your payment is as follows:

Principal and Interest	\$1,673.12
Escrow / Optional Ins.	\$288.51
Total Payment	\$1,961.63

THE LAW OFFICES OF  
**MICHAEL GADDIS**

## WHAT YOU SHOULD DO

The following amount must be paid in CERTIFIED FUNDS in order for the modification to become effective:

Modification Fee:	\$0.00
Title and Recording Fees:	\$0.00
Delinquent Escrow:	\$1,326.16
Foreclosure Fees:	\$0.00
Bankruptcy Fees:	\$0.00
Field Inspection Fees:	\$45.00
Outstanding Late Charges:	\$289.62
NSF/Misc. Fees:	\$10.00
Delinquent Mortgage Payment(s):	\$0.00
Modified Mortgage Payment(s):	\$0.00
Partial Payment:	(\$1,670.78)
Total Amount Due:	\$0.00

This offer is contingent on the following:

- Copy of your most recent supporting income receipts (pay stubs). If you are self-employed, please include the last 2 quarters of your Profit and Loss Statements (PL 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.
- A lender's title insurance policy or endorsement, which 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.

This offer is contingent upon Bank of America, N.A. receiving relief from the Automatic Stay for any bankruptcy in which the property referred to in the Loan Modification Agreement is included at the time of the modification.

If any issues arise between the date of this commitment 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 terminate this offer and 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 October 10, 2011, we will continue our collections actions without giving you additional notices or response periods.

You agree that Bank of America, N.A. will hold funds, not already applied, in a non-interest bearing account until the modification process is complete. Any amounts held in this account during the modification process will be applied to any outstanding balance that you owe, reducing the amount that would otherwise be added to your modified principal balance.

The following documents have been enclosed:

**Modification Agreement**

Must be signed 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.

**California All Purpose Acknowledgment**

This document will only be used if the loan modification agreement is being executed in the state of California. It will be utilized by a notary of the state of California in place of the notary section contained in the Loan Modification Agreement.

The following documents may or may not be included if applicable to your loan:

**PayOption Loan Disclosure**

All parties who own an interest in the property must sign the PayOption Loan Disclosure as their name appears.

**Bankruptcy Disclosure**

All parties who own an interest in the property must sign the Bankruptcy Disclosure as their name appears.

**Please return all of the enclosed documents to us in the enclosed pre-paid FED EX envelope no later than October 10, 2011 together with a certified check or money order (with loan number on the check) in the amount of \$0.00 to the following address:**

Bank of America, N.A.  
Bank of America  
PO Box 515503  
Los Angeles, CA 90051-6803



THE LAW OFFICES OF  
**MICHAEL GADDIS**

**THANK YOU FOR YOUR BUSINESS**

Home Loan Team  
Bank of America, N.A.