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

Doc ID #[redacted]

---SPACE ABOVE THIS LINE FOR RECORDER'S USE---

LOAN MODIFICATION AGREEMENT
(Payment Option ARM Converted to Ten (10) Year Interest-Only Step Rate Loan – with Deferred Principal)

This Loan Modification Agreement ("Agreement"), made this 1st day of April, 2010, between [redacted] (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 10th day of April, 2006 and recorded the 10th day of April, 2006, in the State of CA and (2) the Note and Adjustable Rate Rider 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 [redacted] covers the real property described in the Security Instrument and defined therein as the 'Property', located at [redacted], OCEANSIDE, CA 92056, collectively the prior documents shall be referred to herein as the "Note and Security Instrument".

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. Amount of Borrower's Unpaid Principal Balance

As of the 1st day of April, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. $499,470.68, consisting of the amount(s) owed by the Borrower to the Lender and which may include, but are not limited to, any past due principal payments, interest, escrow payments, fees and/or costs ("Unpaid Amounts") which Borrower has agreed shall be capitalized (added to the amount Borrower originally borrowed) as one of the terms of this agreement. Any late/delinquency fees associated with overdue loan payments remaining unpaid as of the date immediately before this modification have been waived and are not capitalized. The Borrower understands that capitalizing the Unpaid Amounts may result in the Borrower paying more interest over the life of the loan.

The Unpaid Principal Balance will consist of two amounts: the Deferred Principal and the Non-Deferred Principal. No interest will accrue on the Deferred Principal. The amount of the Deferred Principal is $36,950.75. The amount of the Non-Deferred Principal is $462,519.93. As the Borrower makes scheduled monthly payments of principal and interest after the end of the Ten (10) Interest-Only Period, the component of each payment that is principal will be used to reduce Non-Deferred Principal. The Deferred Principal must be paid in full when the property securing this loan is sold or transferred, at the time the Non-Deferred Principal is paid in full, or on the Maturity Date. Any payments in addition to scheduled payments of Interest-Only during the Interest-Only Period and principal and interest after the Interest-Only, will be applied to Non-Deferred Principal unless the Borrower specifies in writing that it should be applied to Deferred Principal.

2. Borrower's Promise to Pay

The Borrower promises to pay the Unpaid Principal Balance, plus interest on the Non-Deferred Principal, to the order of the Lender. If on the 1st day of May, 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.

The Borrower will make such payments at Payment Processing P.O. Box 10219 Van Nuys, CA 91410 or at such other place as the Lender may require.

3. Amount of Borrower's Initial Scheduled Interest-Only Monthly Payments

(A) Monthly Payments

As of the 1st day of May, 2010 the scheduled Interest-Only monthly payment will be in the amount of U.S. $1,349.02. The scheduled monthly payment may change on that day of every twelfth month thereafter as described in Section 4 of this Loan Modification Agreement. The Lender will notify the Borrower prior to the date of change in the scheduled monthly payment. During the Interest-Only period, the amount of the monthly payment also may change if the Borrower makes voluntary prepayments of Non-Deferred Principal.

(B) Monthly Payment Changes

Changes in the monthly payment will reflect changes in the unpaid Non-Deferred Principal and in the interest rate that the Borrower must pay. The Lender will determine the changed amount of the monthly payment in accordance with Section 5 of this Loan Modification Agreement.

4. Interest Rates

As of the 1st day of April, 2010, Borrower will pay interest at a yearly rate of 3.500%. Each date on which the interest rate changes is called a "Change Date." Thereafter, the interest rate that Borrower will pay and the dates when the interest rate will change are set forth below.

Interest Rate Increases. The interest rate Borrower will pay will change as indicated below.

Extended Interest Only Payment Period

Change Date	Interest Rate
April 1, 2011	3.750%
April 1, 2012	4.000%
April 1, 2013	4.250%
April 1, 2014	4.500%
April 1, 2015	4.750%
April 1, 2016	5.000%
April 1, 2017	5.375%
April 1, 2018	5.750%
April 1, 2019	6.125%

Principal and Interest Payment Period

Change Date	Interest Rate
April 1, 2020	6.125%
April 1, 2021	7.000%
April 1, 2022	7.000%
April 1, 2023	7.000%
April 1, 2024	7.000%
April 1, 2025	7.000%
April 1, 2026	7.000%
April 1, 2027	7.000%
April 1, 2028	7.000%
April 1, 2029	7.000%

After the last Change Date, the interest rate shall remain the same until such time as the principal and interest due under the Note are paid in full.

5. Monthly Payment Changes

(A) Change Dates

Each date on which the interest rate changes is called a "Change Date."

(B) Interest-Only Payments

The first ten years following the execution of this Loan Modification Agreement are known as the "Interest-Only Period." On the first Change Date and continuing through the 11th Change Date (to the extent Section 4 above provides for 11 or more rate changes), the amount of the new scheduled monthly payments will be determined by dividing the new interest rate by 12 and multiplying the result by the then unpaid Non-Deferred Principal. If the Borrower makes a voluntary prepayment of principal during the Interest-Only Period, the next monthly payment will be less. The new lower monthly payment amount will be determined by dividing the new interest rate by 12 and multiplying it by the then unpaid Non-Deferred Principal. If the Borrower makes a voluntary prepayment of principal after the due date of a scheduled monthly payment, the prepayment amount will be credited immediately, but the reduction in the amount of the monthly payment may not be reflected on the billing statement until the following month.

(C) First Principal and Interest Payment Due Date:

On April 1, 2020 and on every Change Date thereafter, the Lender will determine the amount of the monthly payment that would be sufficient to repay the then unpaid Non-Deferred Principal that the Borrower is expected to owe at the Change Date in full on the Maturity Date at the new interest rate in substantially equal payments. The result of this calculation will be the amount of the new scheduled monthly payment. On May 1, 2020 (the "First Principal and Interest Payment Due Date") Borrower will be required to make this larger payment.

6. Impact of this Agreement on Amounts Due When the Property Is Sold, Transferred or at the End of the Loan Term

The Deferred Principal is not forgiven. The payment of the Deferred Principal is only delayed. You must pay the Deferred Principal, and all other amounts you owe, when the property securing this loan is sold or transferred or when you pay the Non-Deferred Principal in full. Otherwise, you must pay the Deferred Principal on the Maturity Date. This will require you to pay a large amount, known as a balloon payment, on the Maturity Date.

Borrower may minimize the impact of this balloon payment by making payments on the Deferred Principal prior to the maturity, refinance, or pay off of the Non-Deferred Principal. Borrower must designate in writing amounts over and above scheduled payments that are to be applied to Deferred Principal.

7. 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

The Borrower understands that by agreeing to add the unpaid past-due payments, including unpaid and deferred interest, fees, and other costs (collectively 'Unpaid Amounts') to the Unpaid Principal Balance, the added Unpaid Amounts accrue interest based on the interest rate in effect. The Borrower also understands that this means interest will now accrue on the unpaid interest, and that this would not happen without this Agreement.

The Borrower understands the result of this Agreement may increase the amount of interest that will be owed over the term of the loan. This is because the amount of principal is higher and the interest due is recalculated because it is charged on that higher principal amount. Borrower understands that the minimum monthly payment option (which resulted in negative amortization when the amount Borrower paid was less than the Interest-Only Payment options) will no longer be offered and that the new monthly payment will be the minimum payment that will be due each month (excluding Escrow Items) for the remaining term of the loan, but subject to changes resulting from adjustments in the rate of interest and the amount of the Non-deferred Principal.

The Borrower further understands that interest will not accrue on Deferred Principal.

8. Impact of this Agreement on Monthly Payments at the End of the Interest-Only Period -- the First Principal and Interest Payment Due Date:

After the Interest-Only Period ends, the Borrower understands the monthly payment will increase—even if the Borrower's interest rate stays the same—because the Borrower must start repaying the Non-Deferred Principal, as well as the interest, for the remainder of the loan term. Because this Agreement results in the Unpaid Amounts 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. The Borrower also understands the need to plan for this increase in the amount of the monthly payment when the Interest-Only Period ends and that at that time the Borrower will no longer have the choice of paying only the Interest-Only monthly amount. **The Borrower understands that the increase in the monthly payment amount at the First Principal and Interest Payment Due Date could be significant and result in a condition referred to as payment shock.**

9. Understanding the Monthly Statement During the Interest-Only Period

The Borrower understands that the Interest-Only monthly statement during the Interest-Only Period will offer the Borrower more payment options than just the Interest-Only Payment. Although the 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, the Borrower also understands he or she has the choice to pay additional amounts, which will assist the Borrower in paying down the Non-Deferred Principal and Deferred Principal balances. If the Borrower chooses to pay extra money beyond the Interest-Only payment amount in a given month, the Borrower understands this will reduce the Non-Deferred Principal owed, unless the Borrower specifies otherwise in writing. The next month, the Interest-Only payment amount the Borrower owes (assuming there has been no change in the interest rate on the Borrower's loan) will be lower. This is because the amount of Non-Deferred Principal is lower and the interest due is recalculated because it is charged on that lower principal amount. The Borrower understands that paying more and reducing principal can also mean that the Borrower will build equity in the home more quickly. The Borrower understands that the Amortized Payment Choice and 15-Year Amortized Payment Choice shown on the Interest-Only monthly statement provide the Borrower with easy ways each month to select a payment that reduces the Borrower's Non-Deferred Principal. The Borrower understands that these payment choices will be calculated only based on amortizing the Non-Deferred Principal. The Borrower may, however, pay any amount above the Interest-Only Payment amount and may pay amounts to reduce both the Non-Deferred Principal and the Deferred Principal. .

10. Effect of This Modification Agreement

Nothing in this agreement shall be understood or construed to be a refinance, satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and the Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.

11. Borrowers Agreement to Assist With Lost, Misplaced, Misstated, Inaccurate or Missing Documents

In consideration of this Modification, the Borrower agrees that if any document related to the Note and Security Instrument and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, the Borrower will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the 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 the Lender requests of the Borrower shall be refered to as "Documents." The Borrower agrees to deliver the Documents within ten (10) days after receipt by the Borrower of a written request for such replacement.

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

_______________________ Dated:_______________

[redacted]

STATE OF _______________________

COUNTY OF_______________________

On_______________ before me, ______________________________Notary Public, personally appeared

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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 signatures (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.

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Signature

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