

<b>RECORDING REQUESTED BY:</b> Bank of America, N.A. Alta Home Retention Division CA6-919-01-43 400 National Way Simi Valley, CA 93065	
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Loan # [REDACTED]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### LOAN MODIFICATION AGREEMENT (Fixed Interest Rate-Recorded)

This Loan Modification Agreement ("Agreement"), made this 10th day of November 2011, between [REDACTED] and Bank of America, N.A. (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 17th day of January 2007 and recorded on the 25th day of January 2007 in Book No. NONE, Page No. NONE as Document No. [REDACTED] in the Official Records of VENTURA 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] SANTA PAULA, CA 93060.

Legal

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):

- As of the 1st day of January 2012, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$657,623.12, consisting of the amount(s) loaned to the Borrower by 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.
- The Borrower agrees to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance from the 1st day of December 2011 at the modified term at the yearly rate of (See Below Schedule). The Borrower promises to make monthly payments of (See Below Schedule) beginning on the 1st day of January 2012. On the 1st day of February 2037 (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 payment schedule for this modified Loan is as follows:

	Date	Description	Monthly Payment	Payment Expires	Number of Monthly Payments
1	12/1/2011	Principal and Interest	\$2,775.14	1/1/2012	60
2	1/1/2012	Principal and Interest	\$3,040.39	1/1/2017	12
3	1/1/2017	Principal and Interest	\$1,511.45	1/1/2018	12
4	1/1/2018	Principal and Interest	\$3,515.01	1/1/2019	24

- 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 beneficiary interest in the Property 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 those 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.

- Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's obligations 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 deleted, 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;
  - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is a part of, or is 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.

- The Borrower will make such payments at PO Box 515503, Los Angeles, CA 90051-6603 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 and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument 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.
- 7. In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note 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, 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.

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

STATE OF \_\_\_\_\_  
 County OF \_\_\_\_\_  
 On \_\_\_\_\_ Before me, \_\_\_\_\_ 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**