



You may be able to make your payments more affordable!
Call (866) 550-5705 for Immediate Assistance.

JPMORGAN CHASE BANK, N.A.
710 S ASH ST, STE 200
GLENDALE, CO 80248-1989

NOVEMBER 07, 2011

[REDACTED]

RANCHO SANTA MARG, CALIFORNIA 92688

Loan Number [REDACTED]

Dear [REDACTED]

Congratulations! You are approved to enter into a trial period plan under the Home Affordable Modification Program. This is the first step toward qualifying for more affordable mortgage payments. Please read this letter so that you understand all the steps you need to take to modify your mortgage payments.

What you need to do...

To accept this offer, you must make your first monthly "trial period payment" in place of your normal monthly mortgage payment. Thereafter, send in your monthly trial period payments—instead of your normal monthly mortgage payment—as follows.

1st payment:	\$2,743.80	by 12/01/2011
2nd payment:	\$2,743.80	by 01/01/2012
3rd payment:	\$2,743.80	by 02/01/2012

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After all trial period payments are timely made and you continue to meet all program eligibility requirements, your mortgage would then be permanently modified. You will be required to execute a permanent mortgage modification agreement that we will send you before your modification becomes effective. Until then, your existing loan and loan requirements remain in effect and unchanged during the trial period. If each trial payment is not received by us in the month in which is due, this offer will end, your loan will not be modified under the Making Home Affordable program, and you may lose eligibility for any modification programs.

If you have any questions or if you cannot afford the trial period payments shown above but want to remain in your home, or if you have decided to leave your home but still want to avoid foreclosure, please call us at (866) 550-5705 as we may be able to help you. (Also, please review the attached "Frequently Asked Questions")

Sincerely,

JPMORGAN CHASE BANK, N.A.

Your dedicated Customer Assistance Specialist is:

Direct phone number: 877-498-9032 [REDACTED]

Attachments: (1) Frequently Asked Questions; (2) Additional Trial Period Plan Information and Legal Notices; (3) Payment Coupons with Envelopes; (4) Fraud (SIGTARP) Notice;

The Making Home Affordable Program was created to help millions of homeowners refinance or modify their mortgages. As part of this program, we – your mortgage servicer – and the Federal Government are working to offer you options to help you stay in your home.



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

Loan #:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT
(Fixed Interest Rate)
Principal Forbearance

This Loan Modification Agreement ("Agreement"), made this 1st day of March 2011, between [REDACTED] (the "Borrower(s)") 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 21st day of June 2006 and in the amount of \$211,200.00 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 [REDACTED] REDDING, CA 96002.

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 or Security Instrument):

- As of the 1st day of April 2011, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$250,382.09, 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. [REDACTED]
- \$9,826.68 of the Unpaid 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 \$240,555.41. Interest will be charged on the Unpaid Principal Balance from the 1st day of March 2011 until the end of the term of the Note (See Below Schedule). The Borrower promises to make monthly payments of (See Below Schedule) beginning on the 1st day of April 2011. If on the 1st day of March 2011 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as scheduled 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:

Year	Interest Rate	Interest Rate Change Date	Type of Payment	Monthly Payment	Payment Begins on	Number of Monthly Payments
1-3	2.000%	3/1/2011	Principal and Interest	\$726.46	4/1/2011	36
4	3.000%	3/1/2014	Principal and Interest	\$802.31	4/1/2014	12
5	4.000%	3/1/2016	Principal and Interest	\$883.66	4/1/2016	12
6	4.250%	3/1/2018	Principal and Interest	\$1,017.10	4/1/2018	420

- 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.

- Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, 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 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; 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.

MODIFICATION AGREEMENT

Loan No.: [REDACTED]
Property: [REDACTED]
Mission Viejo, CA 92692

This Modification Agreement (Modification) is made and entered into as of 4/1/2011 (Modification Date) by and between [REDACTED] (jointly and severally, "Borrower" or "T") and U.S. BANK NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR Downey Savings and Loan Association, F. A. (Lender).

Borrower, except any Borrower described below as a non-applicant or non-applicant spouse, is the maker of a promissory note in favor of Lender dated 10/28/2005, including any Addendum and Rider thereto and any previous amendment, modification and/or supplement thereof (Note). The Note is secured by a deed of trust or mortgage of the same date, together with any Rider thereto and any previous amendment, modification and/or supplement thereof (Security Instrument) executed by Borrower and recorded on 11/3/2005 as Instrument No. [REDACTED] in Book or Liber, Page(s), in the [REDACTED] Records of Orange County, CA. The Security Instrument secures performance of the obligations of Borrower under the Note and encumbers the Property.

Borrower and Lender agree as follows:

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I. Effect and Contingent Nature of this Modification.

a. The terms and conditions of the Note and the Security Instrument that are modified, amended and supplemented by this Modification are set forth in Exhibit "A" attached to and incorporated herein as part of this Modification. The terms used in Exhibit "A" shall have the same meanings as the same or substantially equivalent terms used in the Note and Security Instrument, whether or not the terms used in Exhibit "A," or in the Note or the Security Instrument, are capitalized. If there is any inconsistency between the provisions of this Modification and the provisions of the Note or Security Instrument, the provisions of this Modification shall prevail over and supersede the inconsistent provisions of the Note or the Security Instrument. Except as modified, amended or supplemented by this Modification, the terms and provisions of the Note and Security Instrument are hereby ratified and confirmed by Borrower and are and shall remain in full force and effect. This Modification will be legally binding upon and effective as to the parties hereto only when signed by each Borrower and by Lender.

b. Lender's agreement to enter into this Modification with Borrower is conditioned on Lender verifying that Borrower's income qualifies Borrower for this Modification. If Borrower has not already done so, Borrower agrees to and will promptly provide Lender with acceptable information to permit verification of Borrower's income, and further agrees to and will make the initial monthly payments shown under PAYMENTS on Exhibit "A" while Lender verifies Borrower's information.

FDIC Mod (rate reduction, modified to cap; deferred principal)

Loan No.: [REDACTED]
All Borrower Initials: [REDACTED]

EXHIBIT "A"

ATTACHMENT TO MODIFICATION AGREEMENT

(FDIC Modification [rate reduction, modified to cap; deferred principal])

**MODIFIED, AMENDED AND SUPPLEMENTED TERMS AND CONDITIONS
OF NOTE AND SECURITY INSTRUMENT**

The terms and conditions of the Note and Security Instrument are modified, amended and supplemented as follows:

Title of Note and Adjustable Rate Disclosure:

The title of the Note is amended and restated to read as follows, and the adjustable rate disclosure appearing under the title of the Note is deleted in its entirety:

FIXED RATE NOTE

Adjustable Rate Rider: Any adjustable rate rider to the Security Instrument is deleted in its entirety.

Principal Balance:

The unpaid principal balance of the Note immediately preceding this Modification is U.S. \$818,883.36. Section 1 (BORROWER'S PROMISE TO PAY) of the Note is amended and revised to reflect that the Note's unpaid principal balance as of the Modification Date is U.S. \$871,673.36, which includes all arrears on the Note, including past due interest in the amount of U.S. \$39,882.31, and past due impounds, tax or taxes and other charges, if any ("Principal"). All unpaid late charges have been waived.

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Repayment of a portion of Principal totaling U.S. \$52,749.45, will be deferred ("Deferred Principal"), will not incur interest and will be paid as indicated in Section 3(F) below. The remaining portion of Principal ("Amortizing Principal") will be paid as indicated in Sections 2 and 3 below.

Interest: Section 2 (INTEREST) of the Note is amended and restated in its entirety to read as follows:

2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid Amortizing Principal until the full amount of Amortizing Principal has been paid. Commencing 3/1/2011 and continuing for a period of sixty (60) months, I will pay interest at a yearly rate of 3.0000%. The interest rate I will pay will change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in the Note.

(B) Interest Change Dates

The interest rate I will pay will increase on the first day of March, 2016, and may increase on that day every twelfth (12th) month thereafter ("Interest Change Date"). The new rate of interest will become effective on each Interest Change Date.

(C) Interest Rate Limit

My interest rate will never be greater than 4.88 %, which is the Freddie Mac Weekly Mortgage Market Survey Rate in effect as of 3/11/2011.

(D) Calculation of Interest Rate Changes

Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding one percentage point (1.000) to the interest rate then in effect. Subject to the limit stated in Section 2(C) above, the result of this addition will be my new interest rate until the next Interest Change Date.

Payments: Section 3 (PAYMENTS) of the Note is amended and restated in its entirety to read as follows:

3. PAYMENTS

(A) Time and Place of Payments

I will pay Amortizing Principal and interest by making a payment every month. I will make my monthly payments on the first day of each month beginning on the Modification Date. I will make these payments every month until I have paid all Amortizing Principal and interest and any other charges that I may owe under the Note. My monthly payments will be applied to interest before Amortizing Principal. If on 12/1/2045, I still owe amounts under the Note, I will pay these amounts in full on that date which is called the "Maturity Date".

I will make my monthly payments at P.O. Box 25090, Santa Ana, CA 92799-5090 , or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be U.S. \$2,934.92, which is an amount sufficient to repay the unpaid Amortizing Principal as of the Modification Date in full over forty (40) years from the Modification Date in substantially equal installments at the interest rate in effect on the Modification Date. The amount will change.

(C) Monthly Payment Changes

My monthly payment will change as required by Section 3(D) below beginning on the first day of April, 2016, and may change on that day every 12th month thereafter ("Payment Change Date").

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date.

(D) Calculation of Monthly Payment Changes

Before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the Amortizing Principal in full on the Maturity date in substantially equal installments at the interest rate in effect during the month preceding the Payment Change Date.

(E) Payments Exclude Taxes and Insurance

My monthly payments do not include required payments for taxes and insurance, which may be substantial. My monthly requirements for taxes and insurance will change periodically during the term of the Loan.



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(F) Payment of Deferred Principal

Deferred Principal will be all due and payable on the earliest of (i) the date the Property is sold, (ii) the date the Amortizing Principal is paid in full or the loan is refinanced or (iii) the Maturity Date.

Notice of Changes:

Section 4 of the Note and any other similar provision of the Note providing for adjustable interest rate and monthly payment changes are amended and restated in their entirety to read as follows:

4. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

Uniform Secured Note:

Section 11 (UNIFORM SECURED NOTE) and any other Uniform Secured Note provision of the Note are amended and restated in their entirety to read as follows:

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protection given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of these conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower.

As used in Section 18 of the Security Instrument, "Interest in the Property" means any legal or beneficial interest in the property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Rider to Note and/or Security Instrument:

If any Rider to the Note and/or Security Instrument has a provision providing for a prepayment charge under certain circumstances, and the period during which a prepayment charge will be imposed has not expired prior to the Modification Date, the prepayment charge provision is deleted in its entirety.