

This Document Prepared By:
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U.S. BANK, NA
4801 FREDERICA STREET
OWENSBORO, KENTUCKY 42301

When Recorded Mail To:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS

[Space Above This Line For Recording Data]

Original Recorded Date: APRIL 10, 2008
Original Principal Amount: \$ 246,137.00

Loan No. [REDACTED]
FHA/VA Case No. [REDACTED]

THE LAW OFFICES OF MERS MIN
MICHAEL GADDIS
LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 5TH day of MAY, 2011
between [REDACTED]
, HUSBAND AND WIFE AS JOINT TENANTS

("Borrower"), and Mortgage Electronic Registration Systems, Inc.
by U.S. Bank, NA, (authorized agent, Nominee)

("Lender"), and Mortgage Electronic
Registration Systems, Inc. ("MERS") ("Mortgagee") (solely as nominee for Lender and Lender's successors
and assigns), P.O. Box 2026, Flint, Michigan 48501-2026, Tel. (888) 679-MERS, amends and supplements (1)
the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated APRIL 4, 2008
and recorded in Instrument No. [REDACTED]
of the Official Records of RIVERSIDE COUNTY, 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 the "Property", located at
[REDACTED] MORENO VALLEY, CALIFORNIA 92657

[REDACTED]

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

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 JUNE 1, 2011, the amount payable under the Note and the Security Instrument ("Unpaid Principal Balance") is U.S. \$ 259,684.75, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$ 19,506.77 and other amounts capitalized, which is limited to userows and any legal fees and related foreclosure costs that may have been accrued for work completed.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the rate of 4.25% from JUNE 1, 2011. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,277.49, beginning on the 1ST day of JULY, 2011, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JUNE 01, 2041 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in it 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.

- [REDACTED]
4. 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; and
 - (b) all terms and provisions of any adjustable rate rider, 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.
 5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge under Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
 7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

Mortgage Electronic Registration Systems, Inc.
by U.S. Bank, NA, (authorized agent, Nominee)

Name: _____ (Seal)
- Lender
Its: ASSISTANT SECRETARY OF MERS

 THE LAW OFFICES OF _____ (Seal)
MICHAEL GADDIS - Borrower
_____ (Seal)
- Borrower

_____ (Seal)
- Borrower

_____ (Seal)
- Borrower

_____ (Seal)
- Borrower

_____ (Seal)
- Borrower