

7-12-12

Loan # [redacted]  
Min # [redacted]

### LOAN MODIFICATION AGREEMENT (Providing for Freeze-Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1st day of August, 2012 (the "Effective Date"), between [redacted] and [redacted] (collectively "Borrower") and Homeward Residential, as Servicer ("Loan Servicer"), modifies (1) the mortgage, deed of trust, or security deed (the "Security Instrument") dated November 15, 2006, and (2) the promissory note (the "Note"), bearing the same date as, and secured by, the Security Instrument (Borrower's obligation under the Note, Security Instrument and this Agreement hereinafter referred to as the "Loan"), which covers the real and personal property located at [redacted] TEMECULA, CA 92592, more fully described in the Security Instrument and defined therein as the "Property." All capitalized terms in this Agreement shall have the same meanings as set forth in the Note and Security Instrument, unless defined in this Agreement; all schedules and exhibits attached to this Agreement are incorporated into and made part of this Agreement; and all references to this Agreement include the schedules and exhibits.

In consideration of the mutual promises and agreements exchanged, Loan Servicer and Borrower hereto agree that the Note and Security Instrument shall be modified hereby as follows:

- As of August 1, 2012, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$528,901.57, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any accrued and unpaid interest and other amounts capitalized as set forth in Schedule "A," attached hereto and made a part hereof. The amount that shall bear interest and amortize in accordance with the terms of this Agreement is referred to herein as the "Amortizing Amount," which may be equal to or less than the New Principal Balance, as specified in paragraph 2 below.
- Borrower promises to pay the New Principal Balance, plus interest, to the order of Loan Servicer. The interest rate and monthly payment on Borrower's Note, and the applicable interest change dates and payment due dates, are modified as follows:

Year	New Interest Rate	Interest Rate Change Date	New Monthly Payment Due Date	New Payment Amount	Number of Payments
1-5	2.352%	August 01, 2012	September 01, 2012	\$1,872.27	60
6	3.352%	August 01, 2017	September 01, 2017	\$2,124.95	12
7-35	3.660%	August 01, 2018	September 01, 2018	\$2,204.07	340

\*plus any amounts due for taxes and insurance, if applicable (see Schedule A).

If the Loan is an adjustable-rate mortgage ("ARM") loan and Borrower receives an ARM adjustment notice prior to the first New Monthly Payment Due Date indicated above, Borrower should ignore such notice and make payments in accordance with this Agreement. If on December 1, 2046 (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.

- Borrower will comply with all 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 Effective Date:
  - 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
  - all terms and provisions of any adjustable rate rider, or other instrument or document (if any) 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.

4. Borrower understands, acknowledges and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Note and Security Instrument shall also apply to default in the making of the modified payments under this Agreement.
- (b) Except as herein modified, all covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect and none of Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Loan Servicer's or Note Holder's rights or remedies under the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Loan Servicer and Note Holder are presently entitled against the Property, Borrower, any other property or any other persons in any way obligated for, or liable on, the Note and Security Instrument, are expressly reserved by Loan Servicer and Note Holder.
- (c) 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.
- (d) If not prohibited by the law of the state(s) where the Property and Borrower are located, all costs, fees, and expenses incurred by or payable to Loan Servicer in connection with this Agreement, including but not limited to property inspection fees and attorney's fees, shall be paid by Borrower to Loan Servicer and, to the extent such costs, fees, and expenses are deferred or become part of the New Principal Balance, shall be secured by the Security Instrument. The type and amount of such costs, fees, and expenses, and the manner in which they are paid by Borrower; are set forth in Schedule "A."
- (e) If not prohibited by the law of the state(s) where the Property and Borrower are located, a modification fee or, alternatively, a document preparation fee, over and above the costs, fees, and expenses set forth in (d) above, shall be paid by Borrower to Loan Servicer, and, to the extent such fee is deferred, shall be secured by the Security Instrument. The type and amount of such fee, and the manner in which it is paid by Borrower, is set forth in Schedule "A."
- (f) The fees, costs and expenses as set forth in subparagraphs 4(d) and 4(e) above shall be (i) deferred until the Loan is paid in full, (ii) added to the New Principal Balance, and/or (iii) paid by Borrower prior to the Effective Date, all as set forth in Schedule "A."
- (g) In addition to and simultaneously with Borrower's monthly payments of principal and interest as set forth in paragraph 2 above, Borrower shall be required to pay to Loan Servicer, until such time as the New Principal Balance and interest on the Amortizing Amount are paid in full, a sum to provide for payment of amounts due for (i) yearly taxes and assessments which may attain priority over the Security Instrument as a lien on the Property, and (ii) yearly hazard or property insurance premiums, all in accordance with the terms and conditions of the Security Instrument. A waiver of this requirement by Loan Servicer as of the Effective Date shall not constitute a waiver of such requirement at any future date, and Loan Servicer specifically reserves the right, in its sole and absolute discretion, to impose such requirement at any time upon written notice to Borrower.
- (h) Borrower shall make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement.

5. Borrower and Loan Servicer understand, acknowledge and agree that:

- (a) Time is of the essence of this Agreement, in particular the receipt by Loan Servicer of this Agreement, fully executed by Borrower and the sums due under subparagraphs 4(d) and 4(e) above.
- (b) Loan Servicer represents that it has the authority to enter into this Agreement on behalf of the Note Holder.
- (c) The terms, clauses, conditions and provisions of this Agreement are binding upon and shall inure to the benefit of all assignees, successors-in-interest, personal representatives, estates, administrators, heirs, devisees, and legatees of each of the parties hereto.
- (d) Except as is otherwise provided for herein, this Agreement along with the Note and Security Instrument constitutes the entire agreement between the parties with reference to the subject matter hereof, and supersedes any prior agreement, oral or written, with respect thereto; and, in entering into this Agreement, no party is relying upon any representation, warranty, agreement, or covenants not set forth herein.
- (e) This Agreement may be signed in one or more counterparts, each of which shall be deemed an



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original but all of which together shall constitute one and the same Agreement.

- 6. To the extent that any word, phrase, clause, or sentence of this Agreement shall be found to be illegal or unenforceable for any reason, such word, phrase, clause, or sentence shall be modified or deleted in such a manner so as to make the Agreement; as so modified, legal and enforceable under applicable law, provided that should such modification or deletion materially diminish the benefit of this Agreement to any of Loan Servicer, Note Holder or Borrower, the Agreement shall be of no force or effect and the relationship of Loan Servicer, Note Holder and Borrower shall be entirely governed by the provisions of the Note and Security Instrument.
- 7. This Agreement shall be of no force or effect, and no action will be taken by Loan Servicer to cease collection activities relating to the Loan, unless and until Loan Servicer has received this Agreement, fully executed and initialed by Borrower, no later than July 26, 2012. This Agreement is not considered "received" by Loan Servicer unless and until it has been delivered to Loan Servicer at 4875 Belfort Rd, Jacksonville, FL 32256 and internally date stamped.

**NOTICE TO BORROWERS WITH ADJUSTABLE-RATE LOANS:**

For Borrowers with an adjustable rate Loan, please read this notice carefully. In accordance with subparagraphs 3(a) and 3(b) of this Agreement, Borrower understands that the Loan is modified from an adjustable-rate loan to a step-rate loan. An adjustable-rate loan differs from a step-rate loan. With a step-rate loan, the interest rate stays the same during specified intervals as provided under paragraph 2 of this Agreement. With an adjustable-rate loan, the interest rate changes periodically, in relation to an index and a margin, and payments may go up or down accordingly.

**IF INTEREST RATES DECREASE, AN ADJUSTABLE-RATE LOAN COULD BE LESS EXPENSIVE OVER A LONG PERIOD THAN A STEP-RATE LOAN. YOU UNDERSTAND THAT BY MODIFYING THIS LOAN TO A STEP-RATE LOAN, YOU ARE FOREGOING THIS POTENTIAL ADVANTAGE.**

IN WITNESS WHEREOF, the undersigned have set their hands hereunto as of the date written below.

THE LAW OFFICES OF  
**MICHAEL GADDIS**

\_\_\_\_\_  
-Borrower / Date

(Seal)

\_\_\_\_\_  
-Borrower / Date

(Seal)

**Homeward Residential.**

By: \_\_\_\_\_

### Loan Modification Agreement Schedule A

Name of Borrower(s): \_\_\_\_\_ and \_\_\_\_\_  
Loan Number: \_\_\_\_\_

DESCRIPTION OF TOTAL	AMOUNT DUE
Current Principal Balance	\$501,737.62
Total Amount Capitalized	\$27,163.95
<b>NEW PRINCIPAL BALANCE</b>	<b>\$528,901.57</b>

BALLOON LOAN DISCLOSURES (if applicable)		\$528,901.57
Amortizing Amount		\$0.00
Deferment Amount		\$0.00
<b>Total Balloon Payment*</b>		<b>\$0.00</b>

\* The Balloon Payment is subject to change if your loan contains a variable rate feature.

ITEMIZATION OF AMOUNT DUE			Deferred Amount	Total Amount Due
Delinquent/Unpaid Interest	From	August 1, 2011	\$0.00	\$18,986.52
	To	July 31, 2012		
Foreclosure Attorney Fees			\$0.00	\$360.00
Foreclosure Costs			\$0.00	\$2,268.83
Document Preparation Fee			\$0.00	\$50.00
Accrued Late Charges			\$332.42	\$332.42
Modification Fee			\$650.00	\$650.00
Property Inspections			\$0.00	\$50.00
Delinquent Taxes/Unpaid Insurance			\$0.00	\$5,128.60
Property Valuations			\$0.00	\$320.00
<b>TOTALS</b>			<b>\$982.42</b>	<b>\$28,146.37</b>
	Borrower Contribution			\$0.00
	Mortgage Insurance Contribution			\$0.00
	Total Deferred Amount			\$982.42
	Amount towards 1st payment due			\$0.00
	Total Amount Capitalized			\$27,163.95

<b>New Principal and Interest Payment Effective: ** September 1, 2012</b>	<b>\$1,872.27</b>
Monthly Tax Payment***	\$325.72
Monthly Insurance Payment ***	\$93.50
Monthly Mortgage Insurance Payment	\$0.00
<b>Total Payment</b>	<b>\$2,291.49</b>

\*\* If your loan contains a variable rate feature, your monthly principal and interest payment is subject to change based on the terms of the Note and Modification Agreement.

\*\*\* Includes estimated amount for the monthly escrow payment (which is subject to change).

Borrower Initials here: \_\_\_\_\_