

After Recording Return To:
NATIONSTAR MORTGAGE
LLC
350 HIGHLAND DRIVE
LEWISVILLE, TX 75067

This Document Prepared By:
NATIONSTAR MORTGAGE
LLC
350 HIGHLAND DRIVE
LEWISVILLE, TX 75067

Parcel ID Number:

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Original Loan Amount: \$320,000.00

Loan No. [REDACTED]
Investor Loan No. [REDACTED]
MIN Number [REDACTED]



LOAN MODIFICATION AGREEMENT

THE LAW OFFICES OF

MICHAEL GADDIS

This Loan Modification Agreement ("Agreement") made this 30th day of August, 2011, between [REDACTED] ("Borrower") and NATIONSTAR MORTGAGE LLC ("Lender"), and Mortgage Electronic Registration System, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026; tel. (388) 679-MERS, ("Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider if any dated _____ and recorded in Book/Liber N/A, of the Official Records (Name of Records) of _____ County, CA (County and State, or other Jurisdiction) 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] REDLANDS, CA 92374,
(Property Address)

the real property described being set forth as follows:

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 September 1, 2011, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$342,925.72, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

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 for the first five years at the yearly rate of 2.000% from **September 01, 2011**, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. \$1,107.23 beginning on the 1st day of **October, 2011**. During the sixth year, interest will be charged at the yearly rate of 3.000% from **September 01, 2016**, and Borrower shall pay monthly payments of principal and interest in the amount of \$1,269.28 beginning on the 1st day of **October, 2016**. During the seventh year, interest will be charged at the yearly rate of 4.000% from **September 01, 2017**, and Borrower shall pay monthly payments of principal and interest in the amount of \$1,438.88 beginning on the 1st day of **October, 2017**. During the eighth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of 4.250% from **September 01, 2018**, and Borrower shall pay monthly payments of principal and interest in the amount of \$1,481.90 beginning on the 1st day of **October, 2018** and will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If on **January 1, 2048** (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 a portion 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.

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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.

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, 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.

5 Borrower understands 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 Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the 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 Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (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) 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.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.
- (f) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Beneficiary, of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

6. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's

obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

In Witness Whereof, the Lender and I have executed this Agreement.

[Redacted Signature] _____ (Seal)
[Redacted Signature] _____ (Seal)
[Redacted Signature] _____ (Seal)
[Redacted Signature] _____ (Seal)

[Space Below This Line For Acknowledgments]

State of California)

County of SAN DIEGO)

On SEPT. 6 2011 before me, [Redacted] personally appeared

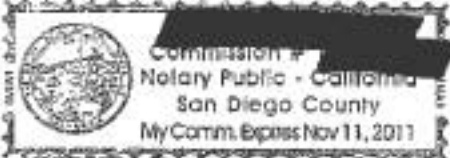
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who proved to me to be the true and lawful signatory intended to act for the person(s) who subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Redacted] _____ (Seal)



NOTARY MUST PRINT OR TYPE

This must be printed or typed in a manner that is photographically reproducible (GC27201.5)

Name of the notary: [Redacted]
County of notary's principal place of business: SAN DIEGO
Notary's phone number: [Redacted]
Notary's registration number: [Redacted]
Commission expiration date: NOV. 11 2011