

This Document Prepared By:
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U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301
(800) 365-7772

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

Tax/Parcel No. [REDACTED]
L: 71

[Space Above This Line for Recording Data]

Original Principal Amount: \$342,000.00
Unpaid Principal Amount: \$327,894.00
New Principal Amount \$351,922.60
New Money (Cap): \$24,028.60

Freddie Mac Loan No. [REDACTED]
MERS Min: 1000000011020000
MERS Phone #: (888) 679-6377

LOAN MODIFICATION AGREEMENT (DEED OF TRUST) (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this 22ND day of JANUARY, 2013, between U.S. BANK N.A. whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301 ("Lender") AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ("Mortgagee") (solely as nominee for Lender and Lender's successors and assigns), with a mailing address of P.O. Box 2026, Flint, Michigan 48501-2026, and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, Tel. (888) 679-MERS, and [REDACTED] AND [REDACTED], HUSBAND & WIFE AS JOINT TENANTS whose address is [REDACTED], CHULA VISTA, CALIFORNIA 91910 ("Borrower"), modifies and amends certain terms of

MULTI-STATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161
01102013_57
First American Mortgage Services

WD12106.1 [REDACTED]

Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **DECEMBER 19, 2008**, in the original principal sum of U.S. **\$342,000.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded on **DECEMBER 24, 2008** in **INSTRUMENT NO. 2008-0653253**, of the **OFFICIAL** Records of **SAN DIEGO COUNTY, CALIFORNIA**. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

[REDACTED], **CHULA VISTA, CALIFORNIA 91910**
[Property Address]

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, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **FEBRUARY 1, 2013**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$351,922.60**.
2. Interest Rate. 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 yearly rate of **4.2500%**, beginning **FEBRUARY 1, 2013**, both before and after any default described in the Note. The yearly rate of **4.2500%** will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,526.01**, beginning on the **1ST** day of **MARCH, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2053**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **[REDACTED] OWENSBORO, KY 42301** or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. 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 given in accordance with Section

15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. 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.

"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 Mortgagee 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, or 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS.



THE LAW OFFICES OF MICHAEL GADDIS