

**Recording Requested By And  
After Recording Return To:**

Aurora Loan Services, LLC  
[Company Name]  
Attn: Recording Department  
[Name of Natural Person]  
6666 E 75th Street, Suite 300  
[Street Address]  
Indianapolis, Indiana 46256  
[City, State, Zip]



Prepared By:  
RUTH RUHL, P. C.  
2305 Ridge Road, Suite 106  
Rockwall, TX 75087

THE LAW OFFICES OF  
**MICHAEL GADDIS**

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Loan No.: [REDACTED]  
MERS No.: [REDACTED]

MERS Phone: 1-888-679-6377

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of March, 2009, between [REDACTED] ("Borrower")

and Aurora Loan Services, LLC ("Lender"),  
and Mortgage Electronic Registration Systems, Inc. ("Beneficiary"),

amends and supplements (1) the Deed of Trust (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated August 1st, 2006, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on August 14th, 2006, in Book/Liber N/A, Page N/A, Instrument No. 2006-0576336, Official Records of San Diego 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 said Security Instrument and defined herein as the "Property," located at [REDACTED], Oceanside, California 92054

Loan No. [REDACTED]

the real property described being set forth as follows:

LOT(S) 8 OF MAR LADO NO. 4, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 11727, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON FEBRUARY 9, 1987.

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 March 1st, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 442,284.11, 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 at the yearly rate of 4.000%, from March 1st, 2009. Borrower promises to make monthly payments of accrued interest of U.S. \$ 1,474.28, beginning on the 1st day of April, 2009 and continuing thereafter on the same day of each succeeding month until March 1st, 2016. Thereafter, Borrower promises to make monthly payments of principal and interest in an amount sufficient to fully amortize the outstanding principal balance of the Note over the remaining term of the Note, beginning on the 1st day of April, 2016, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.000% will remain in effect until principal and interest are paid in full. If on September 1st, 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.

3. 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.

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

Loan No. [REDACTED]

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 hereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any 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.

6. This Agreement will not be binding or effective unless and until it has been signed by both Borrower and Lender.



\_\_\_\_\_  
Date THE LAW OFFICES OF [REDACTED] (Seal)  
-Borrower

\_\_\_\_\_  
Date MICHAEL GADDIS (Seal)  
-Borrower

\_\_\_\_\_  
Date (Seal)  
-Borrower

\_\_\_\_\_  
Date (Seal)  
-Borrower