

**LOAN MODIFICATION AGREEMENT**

**Deferring Past Due Minimum Payments**

This Loan Modification Agreement ("Agreement"), made this 20th day of May 2009, between [REDACTED] & [REDACTED] and BAC Home Loans Servicing, LP. ("Lender"), is made for the purpose of modifying and supplementing certain terms of the Home Equity Credit Line Agreement and Disclosure Statement ("HELOC Agreement") dated 22nd day of December 2005 that governs the terms of the Borrower's Home Equity Line of Credit ("Account"), and Open-End Mortgage.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows:

Except as expressly modified by this Modification, each and every term of the HELOC Agreement, and every other written agreement between the parties remains in full force and effect, unaltered, modified or changed, in any manner by this Modification. Unless otherwise defined in this Modification, capitalized terms used in this Modification shall have the same meaning as in the HELOC Agreement.

Immediately prior to the execution of this Modification, the Unpaid Principal Balance on the Borrower's Account was \$241,154.82.

Borrower failed to make certain minimum monthly payments required to be made by the HELOC Agreement that total \$4,184.42 ("Unpaid Installments").

The parties agree that the Unpaid Installments shall be added to the Unpaid Principal Balance. As a result, by executing this Modification, Borrower's Unpaid Principal Balance, after execution of this Modification, shall be increased by \$4,828.60, resulting in a total Unpaid Principal Balance of \$245,983.42.

Borrower understands and agrees that all or a portion of the Unpaid Installments represent accrued but unpaid interest or finance charges. Borrower understands and agrees that upon execution of this Modification all accrued but unpaid interest or finance charges that are part of the Unpaid Installments and are added to the Unpaid Principal Balance will bear interest in accordance with the terms of the HELOC Agreement. All portions of the Unpaid Principal Balance shall bear interest in accordance with the terms of the HELOC Agreement.

Upon execution of this Modification, Borrower's account will be deemed current. Provided, however, nothing in this Modification shall be deemed to waive any future default or any default currently existing for any reason other than failure to timely make minimum monthly payments.

By executing this Modification, Borrowers agree to terminate their right to take additional advances on the account. Furthermore, upon the execution of this agreement, Borrower agrees at Lender's option, and upon written notice from it, that the Account's Draw Period will end and the Account will enter the Repayment Period, as provided for by paragraph 1 of the HELOC Agreement.

Borrower will be advised of their new Minimum Payment Due by their next monthly statement.

\_\_\_\_\_  
[REDACTED] Date \_\_\_\_\_

\_\_\_\_\_  
[REDACTED] Date \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the foregoing 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

BAC Home Loans Servicing, LP.

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

Witness: \_\_\_\_\_ Dated: \_\_\_\_\_