

RECORDING REQUESTED BY:
BAC Home Loans Servicing, LP
Attn Home Retention Division: FWACN-HRD
4500 Amon Carter Blvd.
Fort Worth, TX 76155

Loan #: [REDACTED]

-----FOR INTERNAL USE ONLY-----

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

This Loan Modification Agreement ("Agreement"), made this 29th day of May 2009, between [REDACTED] and BAC Home Loans Servicing, LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 15th day of June 2004 and in the amount of \$634,950.00 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 in the 'Property', located at [REDACTED] SAN MARCOS, CA 92078.

SAME AS IN SAID SECURITY INSTRUMENT

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 the 1st day of July 2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$648,649.22 consisting of the amount(s) loaned to the Borrower by the Lender which may include, are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date.
- 2 The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of (See Attached Addendum) from the 1st day of June 2009. The Borrower promises to make monthly payments of principal and interest of U.S. (See Attached Addendum) beginning on the 1st day of July 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of July 2044 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
- 3 The Borrower will make such payments at 4500 Amon Carter Blvd., Fort Worth, TX 76155 or at such other place as the Lender may require.
- 4 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.
- 5 In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

THE LAW OFFICES OF
MICHAEL GADDIS

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing

_____	_____
[REDACTED]	Dated
_____	_____
[REDACTED]	Dated

STATE OF _____
COUNTY OF _____

On _____ Before _____

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 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 signatures (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