

**COPY**

After Recording Return To:  
**Chase Home Finance, LLC**  
**3415 Vision Drive, Mail Code OH4-7218**  
**Columbus, OH 43219**

(Space above for Recording Data)

Chase Home Finance LLC Account Number: [REDACTED]  
 Inv. # C37

### LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT (the "Agreement") is made this February 1, 2009 and between [REDACTED] and [REDACTED] (the "Borrower") and Chase Home Finance, LLC (the "Lender"), as holder or as the authorized servicer for the current holder of a loan (the "Loan"), evidenced by that certain promissory note, including any riders attached thereto (the "Note"), dated June 7, 2005, in the original principal amount of \$328,000.00, and secured by a lien (the "Mortgage") on that certain property commonly known as [REDACTED] Moreno Valley, California 92555 (the "Property").

In consideration of the mutual promises and agreements exchanged, THE PARTIES HERETO AGREE as follows (notwithstanding anything to the contrary contained in the Loan Documents):

**Fixed Rate Modifications.** The Note will be modified as set forth below upon timely execution of this Agreement by the Borrower, delivery of this Agreement to the Lender, and satisfaction of all other conditions communicated by the Lender to the Borrower in writing, effective February 1, 2009.

1. The unpaid principal balance of the Loan will be increased from \$327,883.58 to \$346,086.03.
2. The new monthly principal and interest payment will be \$2,312.16. This amount does not include taxes and/or insurance premiums.
3. The new interest rate will be 6.625% through the maturity date of the Loan.
4. The maturity date for the Loan will remain July 1, 2035.

This Agreement does not waive future escrow requirements. If the Loan includes collection for tax and insurance premiums, this collection will continue for the life of the Loan.

**Release and Waiver of Claims.** In consideration of the Lender's agreement to enter into this Agreement, THE BORROWER RELEASES the Lender (and the holder of the Note if other than the Lender) from any and all claims, demands and causes of action of any nature, whether known or unknown, arising out of, connected with, or incidental to the Loan.

**Conditions.** The above-referenced Modification(s) are subject to the following representations of the Borrower:

THE BORROWER AGREES to execute such other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement.

THE BORROWER REPRESENTS AND WARRANTS that other than the Mortgage, the Property is not subject to any liens or encumbrances except for liens previously disclosed to the Lender.

THE BORROWER REPRESENTS that it is the owner of the Property and that it has not sold or otherwise transferred an interest in the Property to any other person or entity.

**Other Provisions Unmodified.** Except as expressly modified by the terms of this Agreement, the rights and obligations of parties under the Note and Mortgage shall remain unmodified and in full force and effect.

If, since the inception of the Loan and prior to the date of the Agreement, the Borrower received a discharge in bankruptcy without reaffirming the underlying debt, the Lender is not attempting to reestablish any personal liability for the Loan.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



THE LAW OFFICES OF  
**MICHAEL GADDIS**