



Loan No. [REDACTED]

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is entered into and effective September 8, 2008, between [REDACTED] ("Borrower", whether one or more), and EMC Mortgage Corporation ("EMC"), as servicer for LaSalle Bank National Association, as Trustee for Certificateholders of Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2006-HE9 ("Lender") current holder of the Note and Mortgage/Deed of Trust/Security Instrument or Retail Installment Contract (collectively referred to as the "Loan Agreement") dated July 20, 2006, in the amount of \$205,000.00, covering property located at: [REDACTED] OCEANSIDE, CA 92056 ("Property").

In consideration of the mutual promises and agreements exchanged, Borrower and Lender agree to amend and supplement the Loan Agreement as follows:

1. **UNPAID PRINCIPAL BALANCE.** As of September 1, 2008, the unpaid principal balance under the Loan Agreement is \$199,979.06. Borrower agrees that additional amounts are owed for interest and expenses such as taxes, insurance premiums and other fees and costs totaling \$728.45. This amount is added to the unpaid principal balance. The new unpaid principal balance is \$200,707.51 ("Unpaid Principal Balance").

2. **PROMISE TO PAY.** Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Borrower shall send the monthly payments described herein to EMC Mortgage Corporation, Post Office Box 225749, Dallas, TX 75222-5749, or at such other place as Lender or EMC may designate in writing.

3. **TERM.** The Note maturity date is August 1, 2036 ("Maturity Date"). If the Maturity Date is extended or reduced the Loan Agreement is likewise extended or reduced. If on August 1, 2036, Borrower still owes amounts under the Loan Agreement or this Modification, Borrower will pay these amounts in full on the Maturity Date.

4. **INTEREST RATE AND TEMPORARY INTEREST ONLY PAYMENT AMOUNT.** Interest will be charged on the Unpaid Principal Balance at the annual rate of 6.99% from September 1, 2009. Borrower promises to pay monthly payments of interest only in the amount of \$1,053.71 (this figure does not include escrow), beginning October 1, 2008, and on the same day of each month for the following 42 months.

The interest rate the Borrower will pay may change on February 1, 2012, (the Interest Change Date), and on that date every 6 months thereafter until the entire amount due and payable under the terms of the Loan Agreement and this Modification are paid in full.

The amount of Borrower's monthly payment will change on March 1, 2012 (the Payment Change Date), and on that date every 6 months thereafter. All other terms and provisions in the Loan Agreement providing for or relating to any change or adjustment in the rate of interest payable under the Loan Agreement remain in full force and effect unless stated otherwise below.

4.1 **EXTENDED FIXED RATE PERIOD.** Borrower acknowledges that the above Interest Change Date may represent an extended fixed rate period. Once the extended period expires, the interest rate and payment will return to the adjustable rate terms set forth in paragraph 4 above. At this time the Lender will re-amortize the unpaid principal balance over the remaining term of the loan to determine the current monthly principal and interest payment. The Lender will notify the Borrower of the payment amount prior to the date that the monthly payment will change.

5. **ESCROW, TAXES, AND INSURANCE.** Borrower will comply with all other covenants, agreements, terms, conditions, and requirements of the Loan Agreement, including, without limitation, the Borrower's covenants and agreements to make all payments of property taxes, insurance premiums, assessments, escrow items, impounds and all other payments that Borrower is obligated to pay under the terms of the Loan Agreement. In the event Borrower is not obligated under the terms of the Loan Agreement to make payments of property taxes, insurance premiums and/or escrow items, if applicable and in consideration for this Modification, Lender may require the Borrower to make additional monthly payments that include property taxes, insurance premiums and/or escrow items.



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6. INTEREST ACCRUAL. If applicable, all terms and provisions of any reference to interest accrual methods commonly referred to as "daily simple interest" or "28 day interest" whether specified in the Loan Agreement or elsewhere, are cancelled. Borrower agrees that the interest accrual method is changed to the actuarial method of interest accrual.

7. ALL OTHER TERMS REMAIN UNCHANGED. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Agreement. Except as expressly provided in this Modification, the Loan Agreement will remain unchanged and Borrower and Lender will be bound by, and comply with, all of the terms and provisions of the Loan Agreement, as amended by this Modification.

8. MANUFACTURED HOMES. For manufactured housing properties, Borrower agrees that the manufactured home has been fixed to the Property and will remain affixed throughout the term of the Loan Agreement and this Modification. If your Loan Agreement does not include real property, the above statement does not apply.

9. LOAN CHARGES. Borrower understands that Lender may have charged fees to the Borrower for services performed in connection with Borrower's default, if applicable, protecting Lender's interest in the Property and/or rights under the Loan Agreement, including, but not limited to, attorneys' fees, property inspections and valuation fees.

Borrower understands and agrees that all or a portion of these fees may not be included in this Modification and remain due and owing by the Borrower.

This Modification is in effect upon execution by Borrower. If, however, corrections and/or amendments are needed for this Modification to correctly reflect the intent of all parties, Borrower agrees to sign documents evidencing the corrections and/or amendments and agrees to return the necessary document(s) to Lender or EMC in a timely manner.

BORROWER(S):

Date: 09-10-08

EMC Mortgage Corporation, servicing agent for LaSalle Bank National Association, as Trustee for Certificateholders of Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2006-BE9.

BY: \_\_\_\_\_  
Vice President



THE LAW OFFICES OF  
**MICHAEL GADDIS**