

Recording Requested By:
Saxon Mortgage Services Inc.

Return To:
Saxon Mortgage Services Inc.
4708 Mercantile Drive
Fort Worth, TX 76137

LOAN MODIFICATION AGREEMENT

(Providing for Extended Initial Interest Rate Period Before Adjustable Interest Rate Period Begins and a Stated Balloon Amount Feature)



THE LAW OFFICES OF

MERS Phone: 1-888-679-6377

Loan Number [REDACTED]

MIN [REDACTED]

This Loan Modification Agreement ("Agreement"), made this

8th

day of

January, 2009

between [REDACTED]

MICHAEL GABDIS

("Borrower") and

The Bank of New York Mellon, as Successor Trustee under NovaStar Mortgage Funding Trust 2004-4, by Saxon Mortgage Services, Inc., as its attorney-in-fact

("Lender"), and Mortgage Electronic Registration Systems, Inc., (Mortgagee), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated September 25, 2004 and 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 in the

COUNTY

Records of

[Name of Records]

RIVERSIDE COUNTY

[County and State, or other Jurisdiction]

SAXON MORTGAGE SERVICES INC. MODIFIED

LOAN MODIFICATION AGREEMENT WITH MERS - Single-Family - Fannie Mae Uniform Instrument Form 3161 6/06 - Providing For Extended Initial Interest Rate Period Before Adjustable Interest Rate Period Begins At The First Interest Change Date and a Stated Balloon Amount Feature; & Amended for California to include Notary Acknowledgments and/or other recording information from California

Initials: _____

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and (2) the adjustable rate note (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 the "Property," located at

LAKE ELSINORE, CA 92530

[Property Address]

the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, AS EXHIBIT A'

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY, IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

1. As of January 8, 2009 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 276,349.92, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

The Unpaid Principal Balance does not include the following amount which is also payable under the Note and Security Instrument, \$ 6,558.50 (the "Stated Balloon Amount"), because this is the amount that Borrower owes to Lender in arrears. Lender hereby agrees to waive charging further interest on the Stated Balloon Amount to Borrower in exchange for Borrower's promise to pay the Stated Balloon Amount to Lender on October 1, 2034 (the "Maturity Date") in this Agreement.

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 2.000 % until 02/01/2014 (the "first interest Change Date").

Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,147.87, beginning on the 1st day of March, 2009.

On the first interest Change Date, the interest rate Borrower will pay may change in accordance with the terms of the Note.

After the first interest Change Date, the amount of Borrower's monthly payments may change in accordance with the terms of the Note.

Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1st day of October, 2034, which is the present or extended Maturity Date.

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Borrower also promises to pay the Stated Balloon Amount, without interest, to the order of Lender, if not sooner, on the Maturity Date.

At least 90 days but not more than 120 days before the Maturity Date, Lender must send me a notice which indicates the Maturity Date and the amount of the final payment which is due on that date ("Stated Balloon Amount Payment") assuming all scheduled payments due between the date of the notice and the Maturity Date are paid and received on time.

3. If on 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.
4. 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 thereunder 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) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - (d) 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.
 - (e) 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.
 - (f) 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.

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