

MODIFICATION AGREEMENT

Loan No.: [REDACTED]

Property: [REDACTED]

Temecula, CA 92591

This Modification Agreement (Modification) is made and entered into as of 4/1/2010 (Modification Date) by and between [REDACTED] (jointly and severally, "Borrower" or "I") and U.S. BANK NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR Downey Savings and Loan Association, F. A. (Lender).

Borrower, except any Borrower described below as a non-applicant or non-applicant spouse, is the maker of a promissory note in favor of Lender dated 5/31/2007, including any Addendum and Rider thereto and any previous amendment, modification and/or supplement thereof (Note). The Note is secured by a deed of trust or mortgage of the same date, together with any Rider thereto and any previous amendment, modification and/or supplement thereof (Security Instrument) executed by Borrower and recorded on 6/27/2007 as Instrument No. [REDACTED] in Book or Liber, Page(s), in the Official Records of Riverside County, CA. The Security Instrument secures performance of the obligations of Borrower under the Note and encumbers the Property.

Borrower and Lender agree as follows:

1. Effect and Contingent Nature of this Modification.

a. The terms and conditions of the Note and the Security Instrument that are modified, amended and supplemented by this Modification are set forth in Exhibit "A" attached to and incorporated herein as part of this Modification. The terms used in Exhibit "A" shall have the same meanings as the same or substantially equivalent terms used in the Note and Security Instrument, whether or not the terms used in Exhibit "A," or in the Note or the Security Instrument, are capitalized. If there is any inconsistency between the provisions of this Modification and the provisions of the Note or Security Instrument, the provisions of this Modification shall prevail over and supersede the inconsistent provisions of the Note or the Security Instrument. Except as modified, amended or supplemented by this Modification, the terms and provisions of the Note and Security Instrument are hereby ratified and confirmed by Borrower and are and shall remain in full force and effect. This Modification will be legally binding upon and effective as to the parties hereto only when signed by each Borrower and by Lender.

b. Lender's agreement to enter into this Modification with Borrower is conditioned on Lender verifying that Borrower's income qualifies Borrower for this Modification. If Borrower has not already done so, Borrower agrees to and will promptly provide Lender with acceptable information to permit verification of Borrower's income, and further agrees to and will make the initial monthly payments shown under PAYMENTS on Exhibit "A" while Lender verifies Borrower's information.

FDIC Mod (rate reduction, modified
to cap: deferred principal)

Page 1 of 5

Loan No.: [REDACTED]

All Borrower Initials _____

If Borrower qualifies, Lender will sign and return this Modification to Borrower, and it will be effective on the date it is signed by Lender. If Borrower does not (i) provide Lender with income information required by Lender within the time period required by Lender or at all, or (ii) make all monthly payments when due while Lender verifies that Borrower qualifies or (iii) qualify, the Note and Security Instrument will not be modified, and this Modification will have no force or effect. Lender will apply any payments made by Borrower to the amount owed by Borrower.

2. Entire Agreement; Amendment.

The Note and the Security Instrument, as modified, amended and supplemented by this Modification, constitute the entire agreement and understanding between each of the parties hereto and shall supersede all prior communications, representations, understandings and/or agreements, if any, whether oral or written, concerning the subject matter contained in the Note and the Security Instrument, as so modified, and no provision of the Note and the Security Instrument, as so modified, may be further modified or amended, or waived or discharged, in whole or in part, except by a written instrument executed by each of the parties hereto.

Borrower requests that a copy of any Notice of Default and of any Notice of Sale under the Security Instrument be mailed to the first Borrower named below at the Property address indicated herein.

U.S. BANK NATIONAL ASSOCIATION,
SUCCESSOR IN INTEREST TO THE FEDERAL DEPOSIT INSURANCE CORPORATION
AS RECEIVER FOR Downey Savings and Loan Association, F. A.

By: _____

Date: _____

Name: _____

Title: _____

THE LAW OFFICES OF
MICHAEL GADDIS

By signing below, each Borrower accepts and agrees to the terms of the Note and of the Security Instruments as modified, amended and supplemented by this Modification.

BORROWER:

Alfredo Anta

Date: _____

Guadalupe M Anta

Date: _____