



Fannie Mae Loan No. [REDACTED]

# THE LAW OFFICES OF MICHAEL GADDIS

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 26TH day of OCTOBER, 2010, between [REDACTED]

("Borrower") and WELLS FARGO BANK, N.A.

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") dated JULY 1, 2005

and recorded in [REDACTED], of the Official Records of [REDACTED] (Name of Records)

LOS ANGELES COUNTY, CALIFORNIA, and (2) the adjustable/fixed rate note (the "Note") bearing (County and State, or other jurisdiction)

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

[REDACTED], CANYON COUNTRY, CALIFORNIA 91387 (Property Address)



the real property described as: See Exhibit A attached hereto and made apart thereof.

**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):

1. As of **OCTOBER 26, 2010**, the new amount payable under the Note and the Security Instrument is U.S. \$ **559,909.07** ("New Principal Balance"), consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized with this modification. \$ **47,964.97** of the New Principal Balance shall be deferred (the "Secondary Principal Balance") and I will not pay interest or make monthly payments on this amount.
2. Borrower promises to pay U.S. \$ **511,944.10** (the "Interest Bearing Principal Balance"), plus interest, to the order of Lender. Interest will be charged on the Interest Bearing Principal Balance less any principal reduction due to payments from Borrower at the yearly rate of **3.375 %**, from **NOVEMBER 1, 2010**. The interest rate Borrower will pay will change 48 months from the date of this Loan Modification Agreement. Borrower promises to pay monthly payments of principal and interest of U.S. \$ **2,545.01**, beginning on **DECEMBER 1, 2010** until **NOVEMBER 1, 2014**. Effective **11/01/2014**, interest will be charged on the Interest Bearing Principal Balance from the Borrower at the yearly rate of **4.375 %** and the Borrower promises to pay monthly payments of principal and interest of U.S. \$ **2,785.08**, beginning on **DECEMBER 1, 2014** until **MAY 1, 2015**. Effective **05/01/2015**, interest will be charged on the Interest Bearing Principal Balance from the Borrower at the yearly rate of **5.375 %** and the Borrower promises to pay monthly payments of principal and interest of U.S. \$ **3,159.75**, beginning on **JUNE 1, 2015** until the adjustable rate term expiration on **09/01/2015** (the "Conversion Date"), which is in accordance with the Note. As of the Conversion Date, the original terms regarding the determination of the interest rate and monthly payment will 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 are payable on **AUGUST 01, 2035**, (the "Maturity Date"). In addition to monthly principal and interest, Borrower shall make monthly escrow deposits as defined in the Note. Escrow deposit payments may be subject to change in the future.



3. Borrower promises to pay the Secondary Principal Balance without interest thereon, to the order of the Lender and any other amounts still owed under the Note or Security Instrument by the earliest of the date I sell or transfer an interest in the property or am in default. I will be in default if I do not (i) pay the full amount of a monthly payment on the date it is due, or (ii) comply with the terms of the Note and Security Instrument, as modified by this Agreement.
4. 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.
5. 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.
6. If I make a partial prepayment of principal, the Lender may apply the partial prepayment first to any remaining Secondary Principal Balance before applying such partial prepayment to other amounts due under this Agreement or the Note and Security Instrument.



THE LAW OFFICE OF  
**MICHAEL GADDIS**



WELLS FARGO BANK, N.A.

Name: \_\_\_\_\_ - Lender  
Its: \_\_\_\_\_



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\_\_\_\_\_  
\_\_\_\_\_ - Borrower

THE LAW OFFICES OF  
**MICHAEL GADDIS**  
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\_\_\_\_\_ - Borrower  
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