

After Recording Return To:
Bank of America, N.A.
4500 Amon Carter Blvd
Fort Worth, TX 76155

This document was prepared by Bank of America, N.A.

_____ [Space Above This Line For Recording Data] _____

Home Equity Modification Agreement

Borrower ("I")¹ _____
Original Lender/Beneficiary Lender or Servicer ("Lender"): Bank of America, N.A.
Date of home equity mortgage, deed of trust, or security deed ("Mortgage") and Note or
Loan Agreement ("Note"): August 9, 2007
Loan Number: _____
Property Address (See Exhibit A for Legal Description if applicable) "Property": _____
Jeffrey Avenue, Escondido, CA 92027

Mers Min Number: _____
"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate
corporation that is acting solely as a nominee for Lender and Lender's successors and
assigns. MERS is organized and existing under the laws of Delaware, and has an
address and telephone number of P.O. Box 2026, Flint, MI 48501-2026,
1.888.679.MERS (6377).

If my representations in Section 1 continue to be true in all material respects, then this
Modification Agreement ("Agreement") will, as set forth in Section 3, amend and
supplement (1) the Mortgage or Deed of Trust ("Mortgage") on the Property, and (2) the
Note secured by the Mortgage (collectively the "Loan"). The Note, the Mortgage and all

¹ If more than one Borrower or Mortgagor is executing this document, each is referred to as "I". For
purposes of this document words signifying the singular (such as "I") shall include the plural (such
as "we") and vice versa where appropriate.



documents appending, amending and/or supplementing the Note or the Mortgage are together referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in the Loan Documents.

I understand that I must sign and return one copy of this Agreement to the Lender on or before March 16, 2013. This Agreement will not take effect unless the conditions set forth in Section 2 have been satisfied.

1. My Representations. I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in imminent danger of default and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. The Property has not been condemned and it is my principal residence;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for all income that I receive;
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for modification of my Loan, are true and correct;
- F. I have made or will make all payments required under any Trial Period Plan or Loan Workout Plan.

2. Conditions to Modification.

I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- B. The Loan will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree



that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

- C. I cannot make any alterations or changes to any term or provision of this Agreement without the written consent of the Lender.
3. **The Modification.** If my representations in Section 1 continue to be true and correct and all conditions to the modification set forth in Section 2 have been met, the Loan Documents will become modified as provided in this Agreement as of April 25, 2013 (the "Modification Effective Date"). The first modified monthly payment will be due on April 25, 2013.
- A. The New Maturity Date will be March 25, 2053.
 - B. The principal balance of my modified Loan will: (1) include all amounts and arrearages that are accrued and unpaid, including unpaid and deferred interest, real estate taxes, insurance premiums, and other out-of-pocket costs and expenses incurred by Lender in performing its servicing obligations (collectively "Capitalized Amounts"); and (2) exclude unpaid late charges, insufficient fund fees and certain other home equity loan or line of credit-related fees, which will be forgiven. The Capitalized Amounts total \$126.83. I understand that by agreeing to add the Capitalized Amounts to the outstanding principal balance of my modified Loan, the Capitalized Amounts shall accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid and deferred interest that is capitalized and added to the outstanding principal balance, which would not happen without this Agreement.



Capitalized Amounts	
Unpaid and/or Deferred Interest	\$126.83
Real Estate Taxes	\$0.00
Insurance Premiums	\$0.00
Property Preservation or Inspection Costs	\$0.00
Foreclosure Expenses and Fees	\$0.00
Bankruptcy Expenses and Fees	\$0.00
Other Advances or Fees	\$0.00
Total	\$126.83

Unpaid late charges and insufficient fund fees incurred prior to the Modification Effective Date will be waived. Fees for any Line Protection Plan, Borrowers Protection Plan, or other optional loan product(s) you may have purchased with your Loan will not be waived.

- C. The new principal balance of my Loan shall be the sum of the existing principal balance of my Loan and the Capitalized Amounts less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Loan will be \$50,592.67 (the "New Principal Balance").
- D. As of March 1, 2013 interest will begin to accrue at an initial interest rate of 1.375% on the New Principal Balance and the first new monthly payment on the New Principal Balance will be due on April 25, 2013. The initial interest rate will remain in effect until March 1, 2014, thereafter the interest rate will increase by 1.00% each subsequent year until it reaches the interest rate cap of 3.375%. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1	1.375%	March 1, 2013	\$137.09	\$0.00	\$137.09	April 25, 2013	12
2	2.375%	March 1, 2014	\$162.76	\$0.00	\$162.76	April 25, 2014	12
3-40	3.375%	March 1, 2015	\$190.27	\$0.00	\$190.27	April 25, 2015	456



*Escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

If I have any optional products (which may include Line Protection Plan®, Borrowers Protection Plan®, and/or Credit Insurance), I understand that my monthly payments may be higher than the amounts shown above because they may include amounts for the premiums and/or fees for my optional products. The actual amount of my monthly payments will be shown on my payment coupons.

- E. If my monthly payments are automatically being deducted from a deposit account under PayPlan, I understand that for my payments to draw at the new amount under this Agreement, I must cancel my existing PayPlan agreement (if I have not already done so) and enter into new PayPlan arrangements, by calling Servicer at 1.866.709.1116. During the time my PayPlan arrangements are canceled, I understand I must make my monthly payments under this Agreement by sending a check for the amount of my payment to the following address:

Bank of America N.A.
P.O. Box 650225
Dallas, TX 75265-0225

I understand that I may also make my payment by phone, by calling 1.866.709.1116 (for which there may be a fee).

I agree that if I make any payments for amounts included in the New Unpaid Principal Balance under this Modification Agreement, Servicer may apply those payments to the first payment due under this Modification Agreement on the Modification Effective Date, for amounts received during the month before the Modification Effective Date; or Servicer may apply those payments to reduce the Unpaid Principal Balance of my Loan.

In addition, I agree that any remaining unapplied amounts may be applied to reduce the principal balance of my Loan. I understand that all payments due between the date Servicer sent this Modification Agreement to me and the Modification Effective Date are included in the New Unpaid Principal Balance.



F. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of the Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. I have a Home Equity Line of Credit ("HELOC") under my Loan Documents. If my ability to draw on the HELOC has not yet been terminated, I hereby consent to the termination of my ability to make future draws on my HELOC. This means that I will not be able to make further draws on my HELOC; that if an access card was issued in connection with my HELOC, that access card will be deactivated; and that if my HELOC provided overdraft protection as to one or more accounts, that overdraft protection will be terminated. If my HELOC is subject to one or more Fixed Rate Loan Options ("FRLOs"), all FRLOs will be terminated no later than the Modification Effective Date and, thereafter, any balance previously subject to a FRLO will accrue interest at the same rate as the New Principal Balance except to the extent that, by this Agreement, such balance is subject to a forbearance.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in



whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.

- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures. I also agree to allow Lender to attach an Exhibit A to this Agreement which will include a Legal Description, recording information of the original security instrument, and any other relevant information required by a County Clerk's Office to allow for recording if and when recording becomes necessary for Lender.
- J. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement.



- K. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, 1.888.679.MERS (6377). In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.
- L. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity.
- M. I agree that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents the Lender requests of me under this Section shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.



In Witness Whereof, the Lender and I have executed this Agreement.
(Signatures must be signed exactly as printed, original signature required, no photocopies accepted)

[REDACTED]
(Must Be Signed Exactly As Printed)

Date

[REDACTED]
(Must Be Signed Exactly As Printed)

Date



DO NOT WRITE BELOW THIS LINE.

THIS SECTION IS FOR INTERNAL USE ONLY

Bank of America, N.A., for itself or as successor by merger to BAC Home Loans
Servicing, LP

By: Urban Settlement Services, LLC, its attorney in fact

By:

Dated:

Name:

Title :

Signatures continue on the following page



Mortgage Electronic Registration Systems, Inc. -
Nominee for Bank of America, N.A.

By: _____

_____ Date

Printed Name and Title



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Bank of America, N.A.