

You're approved for a
Home Equity Line of Credit
Modification.

Return your signed Agreement
by March 16, 2013.

March 6, 2013

Jeffrey Ave
Escondido, CA 92027

Account Number: [REDACTED]

Dear [REDACTED]

We are pleased to confirm that you have successfully completed your home equity account trial period. You are now approved for a permanent modification of your home equity line of credit.

The enclosed Home Equity Modification Agreement and Disclosure Statement reflect the new terms and conditions of your modified home equity account. A summary of the key terms of this modification is provided on the next page.

How to Accept This Offer:

To accept this modification offer **you must sign and return one copy of the enclosed Modification Agreement and Truth In Lending Disclosure by March 16, 2013.** The modification Agreement and Truth In Lending Disclosure must be signed by all borrowers. We have enclosed a prepaid overnight envelope provided for your convenience. We have also included a second copy of the Agreement and Truth In Lending for your records.

The modification of your home equity line of credit will be effective on April 25, 2013. This means that your first payment under your permanent modification also will be due on that date. We are making changes to your monthly statement to reflect the modified terms of your loan. Until you begin receiving your modified monthly statement, please include the enclosed payment coupons with your monthly payments. Each payment coupon includes your due date, amount to pay and place to send your payment. If you prefer, you may enroll in our PayPlan services program which automatically debits your monthly payment from a designated checking or savings account. To sign up, please complete and return the enclosed PayPlan Enrollment Form. If you are already enrolled in PayPlan, for your PayPlan payments to be deducted in the amount of your new, modified payments, you must cancel your existing PayPlan arrangements and re-enroll at your new payment amount under the enclosed Home Equity Modification Agreement. Please call us at 1.866.709.1116 (Monday – Thursday from 8 a.m. to 9 p.m. Eastern, Friday from 8 a.m. to 6 p.m. Eastern, Saturday from 8 a.m. to 12 p.m. Eastern and Sunday from 12 p.m. to 9 p.m.) if you wish to cancel and re-enroll in PayPlan. During the time your PayPlan arrangements are canceled, you must make your monthly payments in this Agreement by sending a check for the amount of your payments to us at the following address:

BANK OF AMERICA, N.A.
P.O. Box 650225
Dallas, TX 75265-0225

You may also pay by telephone by calling us at 1.866.709.1116 (Monday – Thursday from 8 a.m. to 9 p.m. Eastern, Friday from 8 a.m. to 6 p.m. Eastern, Saturday from 8 a.m. to 12 p.m. Eastern and Sunday from 12 p.m. to 9 p.m.) (fees may apply). Of course you may always make your monthly payments quickly and easily using Pay on the Web at bankofamerica.com.

Please read all of the enclosed information carefully. If you have further questions about your modification, please call me at 1.800.669.6650 (Monday – Thursday from 8 a.m. to 9 p.m. Eastern, Friday from 8 a.m. to 8 p.m. Eastern and Saturday from 8 a.m. to 1 p.m. Eastern). **Remember, you need to return your Agreement and Truth In Lending Disclosure by March 16, 2013 so we can finalize your modification.**


Home Loan Team
Bank of America, N.A.

Bank of America  Home Loans

C3_763-6B

Enclosures: (1) Summary of Key Terms, (2) Two copies of Home Equity Modification Agreement, (3) Two copies of Truth-In-Lending Disclosure, (4) Payment Coupons, (5) PayPlan Enrollment Form and Electronic Payment Service Agreement

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. However, the purpose of this communication is to let you know about your loan modification that may help you bring your loan current through affordable payments.

Mortgages funded and administered by an  Equal Housing Lender.

♻️ Protect your personal information before recycling this document.

Summary of Key Terms of Your Home Equity Modification

FEES: There are no fees or other charges for this modification.

INTEREST RATE: Your modified interest rate will be 1.375% for the first year, after which the interest rate will increase by 1.00% each subsequent year until it reaches a maximum of 3.375%.

PAYMENT SCHEDULE: Your first modified monthly payment of \$137.09 will be due on April 25, 2013. The enclosed Modification Agreement includes a payment schedule in Section 3.D. showing your payment plan for the life of your modified home equity line of credit.

TERM EXTENSION: The maturity date of your modified home equity line of credit will be extended to March 25, 2053. This means your payments will be spread over a longer period.

CAPITALIZATION OF ACCRUED AND UNPAID INTEREST: Unpaid interest and default-related third party fees will be added to your principal balance and will accrue interest based on the interest rate in effect. Unpaid late charges, insufficient funds, fees and certain other home equity line of credit related fees will be waived.

NO FURTHER BORROWING FROM YOUR HOME EQUITY LINE OF CREDIT: When you agree to participate in this program, you will no longer be able to borrow additional funds from your line of credit.

Please Note: This summary is provided to assist you in understanding your home equity modification. However, please read all of the enclosed Agreement for a full description of the changes to your account. If you have any questions, please call us at 1.866.709.1116.

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.

