



P.O. Box 631730
Irving, Tx 75063-1730

February 10, 2009

[REDACTED]
[REDACTED]
NEWPORT BEACH CA 92657

Re: Loan Modification Agreement
Loan Number: # [REDACTED]

Dear [REDACTED]:

I am pleased to advise you that your request for a loan modification has been approved. The terms of the modification will be as follows:

STEP-FIXED Interest Rate	3.000% ← Interest rate was: 8.0%
Term:	331
Maturity Date:	10/01/2036
New Principal Balance	\$1,261,775.70
New P & I:	\$5,608.81
Estimated Monthly Escrow Deposit:	\$1,737.57
New Total Monthly Payment:	\$7,346.38 ← Payment was: \$7,999- 12/31/08
First Payment Due Date:	04/01/2009

Your loan modification approval was based on a contribution in the amount of \$8,999.55 which was received on 12/31/2008. This contribution will be applied to the outstanding fees and balances on your loan. Also, as a condition of your modification, American Home Mortgage Servicing, Inc. may establish a mandatory escrow account for the life of the loan.

One original of the Modification Agreement should be signed, notarized if needed and returned to our office in the enclosed pre-paid envelope. The executed and notarized (if needed) Modification Agreements are due in our office by 02/24/2009.

If you have questions concerning this letter, please contact me at (888) 275 -2648.

Sincerely,

Loan Management Consultant
Home Retention Team

Loan Modification Agreement Schedule A

Name of Borrower(s): XXXXXXXXXX

Loan Number: XXXXXXXXXX

DESCRIPTION OF TOTAL AMOUNT DUE	AMOUNT DUE
Current Principal Balance	\$1,199,940.00
Total Amount Capitalized	\$61,835.70
NEW PRINCIPAL BALANCE	\$1,261,775.70

BALLOON LOAN DISCLOSURES (if applicable)

Amortizing Amount	\$1,261,775.70
Deferment Amount	\$0.00
Total Balloon Payment *	\$0.00

* The Balloon Payment is subject to change if your loan contains a variable rate feature

ITEMIZATION OF AMOUNT DUE

	Deferred Amount	Capitalized Amount
Delinquent interest From 11/1/2008 To 2/28/2009		\$35,998.20
Attorney Fee/Costs	\$0.00	\$0.00
Delinquent Taxes / Unpaid Insurance	\$0.00	\$33,407.09
Modification Fee / Document Preparation Fee	\$0.00	\$500.00
Title Property Report / Policy	\$0.00	\$0.00
Property Preservation	\$0.00	\$0.00
Property Inspection	\$0.00	\$0.00
Broker Price Opinion (BPO) (Estimated Value of Property)	\$0.00	\$0.00
Borrower Interview	\$0.00	\$0.00
Interest on Secured Advances (AT/MSI paid funds on behalf of borrower)	\$0.00	\$0.00
Late Charges	\$0.00	\$699.96
Demand Fee	\$0.00	\$20.00
Fax Fee	\$0.00	\$10.00
Non-Sufficient Funds (NSF) (Returned Check Fees)	\$0.00	\$0.00
TOTALS	\$0.00	\$70,835.25
	Borrower Contribution	\$8,999.59
	Mortgage Insurance Contributor	\$0.00
	Total Amount Capitalized	\$61,835.70

*?

New Principal and Interest Payment Effective : ** 4/1/2009	\$6,608.81
Monthly Tax Payment ***	\$1,932.22
Monthly Insurance Payment ***	\$105.35
Monthly Mortgage Insurance Payment	\$0.00
Total Payment	\$7,346.38

** If your loan contains an variable rate feature, your monthly principal and interest payment is subject to change based on the terms of the Note and Modification Agreement

*** Includes estimated amount for the monthly escrow payment (which is subject to change)

Borrower Initials here: _____

Non-Obligor Initials here: _____

Loan # [REDACTED]
MIN#

LOAN MODIFICATION AGREEMENT (Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **1ST** day of **MARCH, 2009** (the "Effective Date"), between [REDACTED]

(collectively "Borrower") and American Home Mortgage Servicing, Inc. as Servicer ("Loan Servicer"), modifies (1) the mortgage, deed of trust, or security deed (the "Security Instrument") dated **SEPTEMBER 20, 2006** and (2) the promissory note (the "Note"), bearing the same date as, and secured by, the Security Instrument (the Borrower's obligation under the Note, Security Instrument and this Agreement hereinafter referred to as the "Loan"), which covers the real and personal property located at [REDACTED], **NEWPORT BEACH, CALIFORNIA 92657**

(Property Address)

more fully described in the Security Instrument and defined therein as the "Property." All capitalized terms in this Agreement shall have the same meanings as set forth in the Note and Security Instrument, unless defined in this Agreement; all schedules and exhibits attached to this Agreement are incorporated into and made part of this Agreement; and all references to this Agreement include the schedules and exhibits.

In consideration of the mutual promises and agreements exchanged, Loan Servicer and Borrower hereto agree that the Note and Security Instrument shall be modified hereby as follows:

1. As of **MARCH 1, 2009**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$ **1,261,775.70**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any accrued and unpaid interest and other amounts capitalized as set forth in Schedule "A," attached hereto and made a part hereof.
2. Borrower promises to pay the New Principal Balance, plus interest, to the order of Loan Servicer. Interest will be charged on the New Principal Balance for the first year at the yearly rate of **3.000** % from **MARCH 1, 2009**, and Borrower promises to pay monthly payments of principal and interest in the amount of \$ **5,608.81** (plus any amounts due for taxes and insurance as set forth in Schedule "A"), beginning on the **1ST** day of **APRIL, 2009**. If the Loan is an adjustable-rate mortgage ("ARM") loan and Borrower receives an ARM adjustment notice prior to the payment beginning date indicated in the preceding sentence, Borrower should ignore such notice and make payments in accordance with this Agreement. During the second year, interest will be charged at the yearly rate of **5.000** % from **MARCH 1, 2010**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **6,987.73** (plus any amounts due for taxes and insurance), beginning on the **1ST** day of **APRIL, 2010**. During the third year, interest will be charged at the yearly rate of **7.000** %, from **MARCH 1, 2011**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **8,474.40** (plus any amounts due for taxes and insurance), beginning on the **1ST** day of **APRIL, 2011**. During the fourth year, interest will be charged at the yearly rate of **8.000** %, from **MARCH 1, 2012**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **9,245.68** (plus any amounts due for taxes and insurance), beginning on the **1ST** day of **APRIL, 2012**, and continuing thereafter until principal and interest are paid in full. If on **OCTOBER 01, 2036** (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.

LOAN MODIFICATION AGREEMENT/Step Rate --Single Family--AHMSI Instrument

Form 1 (09/08/08) (page 1 of 4)

First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# NRSTEP 4 Rev. 09-09-08