

BANK OF AMERICA, N.A.
475 CROSSPOINT PARKWAY
GETZVILLE, NY 14068
ATTN: LOSS MITIGATION DEPT.

Loan No. [REDACTED] SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 10th day of January, 2009, between [REDACTED], ("Borrower(s)"), and Bank of America, N.A., with offices at 475 CrossPoint Parkway, Getzville, NY 14068, ("Lender") current holder of the Note and assignee of the Security Instrument hereinafter described, amends and supplements (1) the Note dated the 7th day of June, 2006, made in the amount of \$460,000.00, and (2) the Security Instrument dated the 7th day of June, 2006, and recorded the 20th day of June, 2006, in Instrument Number '06 1348680 in the official records of Los Angeles County which covers the real property described in said Security Instrument, located at: [REDACTED], CA 91030 ("Property"), and more particularly described as:

SAME AS IN SAID SECURITY INSTRUMENT

TAX ID/PARCEL NUMBER: 5311-003-022

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 the 1st day of February, 2009, the amount payable under the Note and the Security Instrument is \$460,000.00 ("Unpaid Principal Balance"). The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of \$18,783.31 have been added to the indebtedness under the terms of the Note and Security Instrument and the loan reamortized over 480 months. When payments resume on the 1st day of March, 2009, the New Unpaid Principal Balance will be \$478,783.31.

2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual step rate of 3.75% from the 1st day of February, 2009, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of \$1,927.23 beginning the 1st day of March, 2009, and on the same day of each month thereafter until the 1st day of February, 2014. Interest will be charged on the Unpaid Principal Balance at the annual step rate of 7% from the 1st day of February, 2014, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of \$2,877.32 beginning the 1st day of March, 2014, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full.

If on the 1st day of February, 2049, ("Maturity Date"), Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.

Borrower(s) shall make the monthly payments described herein at Bank of America N.A., 475 CrossPoint Parkway, P.O. Box 9000, Getzville, NY 14068-9000 or at such other place that Lender may designate.

3. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Note, Security Instrument and/or this Agreement without further notice or demand on the Borrower(s).

Payment was: \$2,683.33

Interest Rate was: 7.0%