

COPY

RECORD AND RETURN TO:
Citi Residential Lending, Inc.
[REDACTED]
Rancho Cucamonga, CA 91730

Tax Parcel No.: [REDACTED]

Loan No. [REDACTED]

LOAN MODIFICATION AGREEMENT
(Providing for Capitalization, Life of Loan Interest Rate Reduction and Conversion of Interest Only Note to Fully Amortizing)

Original Note Amount: \$ 688,500.00
Original Recorded Date: June 20, 2006

This Loan Modification Agreement ("Agreement"), made this 29th day of January, 2009, between [REDACTED], JR., A SINGLE MAN

("Borrower(s)") and Citi Residential Lending, Inc. ("Servicer") acting in its capacity as the agent and attorney-in-fact for the owner of the Note and Security Interest, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and applicable Rider(s), if any, dated June 12, 2006 and recorded as Instrument/Document No: [REDACTED], Book No. N/A, Page No. N/A in the OFFICIAL RECORDS of LOS ANGELES County, State of California and (2) the Note, bearing 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] WHITTIER, CA 90601

Loan No. [REDACTED]

The real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

- As of February 1, 2009 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 767,822.89 , consisting of the unpaid amount(s) loaned to Borrower(s) plus any interest and other amounts capitalized.
- Delinquent interest accrued and capitalized (i.e., added to the outstanding principal balance) in the modified loan principal balance is \$ 65,895.18 . Other charges (if any) accrued and capitalized are \$ 13,427.71 . Delinquent interest and other charges (if any) accrued but not capitalized are \$ 5,483.40
- EFFECTIVE WITH THE DATE OF THIS MODIFICATION THE MONTHLY PAYMENT WILL BE CONVERTED FROM AN INTEREST ONLY NOTE TO A LOAN WITH A FULLY AMORTIZING PAYMENT BASED ON THE REMAINING TERM OF THIS LOAN.
- Servicer agrees to reduce the interest rate on this loan for the remaining term. Interest will be charged at this reduced rate on the newly capitalized Unpaid Principal Balance.
- When box is checked below Borrower agrees that payments for:

- hazard insurance premiums real property taxes
 flood insurance premiums mortgage insurance premiums

may be escrowed throughout the term of the loan and paid by borrower to the Servicer with the monthly Principal and Interest payment. Within 45 days of the completion of the Modification Agreement, borrower will receive an Escrow Analysis Statement, which outlines which items will be escrowed and included in the monthly mortgage payment.

If no boxes are checked above Borrower will be responsible for paying directly to the tax collector or insurance vendor all installments and premiums.

- The monthly payment will adjust as follows:

INTEREST CHANGE DATE	INTEREST RATE	PAYMENT DUE DATE	MONTHLY P & I	ESCROW* AMOUNT	TOTAL AMOUNT DUE
02/01/2009	5.000 %	03/01/2009	\$ 4,292.12	\$ 690.57	\$ 4,982.69

*Borrower(s) will be notified in writing if there are any changes in the escrow payments.

If on July 1, 2036 (the "Maturity Date"), Borrower(s) still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower(s) will pay these amounts in full on the Maturity Date.

Borrower(s) will make such payments to Citi Residential Lending Inc, ATTN: Cashiering Department, First Floor, 1600 McConnor Parkway, Schaumburg, Illinois 60173-6600 or at such other place as Servicer may require.

- If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower(s) is not a natural person and a beneficial interest in Borrower(s) is sold or transferred) without Servicer's prior written consent, Servicer may require immediate payment in full of all sums secured by the Security Instrument.

Interest Rate ←
was: 9.75%

Loan No. [REDACTED]

If Servicer exercises this option, Servicer shall give Borrower(s) 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 Borrower(s) must pay all sums secured by this Security Instrument. If Borrower(s) fails to pay these sums prior to the expiration of this period, Servicer may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower(s).

8. If the Borrower(s) has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Servicer is not attempting to re-establish any personal liability for the underlying debt.

If Chapter 13 bankruptcy has been filed and a Motion for Relief of Stay has been granted to Citi Residential Lending Inc., this Agreement is contingent on Trustee approval. The approval will be required with the executed, notarized Agreement and wire confirmation. Failure to provide the Trustee's approval will result in this Agreement being rescinded.

9. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower(s) and Servicer will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
10. The yearly rate of interest applicable to the Loan prior to execution of this Modification Agreement shall apply after any default under the terms of the Note, Security Instrument or this Modification Agreement.
11. Effective as of the date of this Modification Agreement, the principal indebtedness evidenced by the Note and this Modification Agreement will include any amounts for escrow payments advanced by Servicer on Borrower(s)'s behalf and for delinquent interest accrued in accordance with the terms of the Note.
12. Except as expressly modified by this Modification Agreement, all terms of the Note and Security Instrument remain in full force and effect. By signing below, Servicer and Borrower(s) acknowledge there are no additional terms or agreements, oral or written. By this Agreement, any assumability, convertibility or balloon provision is hereby rescinded.
13. This Modification Agreement does not constitute a limitation or waiver of Servicer's rights to prohibit, or restrict, any future modifications requested by Borrower(s) or to enforce any rights or remedies contained in the Note and Security Instrument.
14. If any terms of this Modification Agreement are deemed invalid or unenforceable, this Modification Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply to the Loan.
15. By executing this Agreement, Borrower(s) waives any prior modifications, forbearance agreements or other rate reduction to which Borrower(s) may be otherwise entitled. Borrower(s) further releases and discharges Servicer from any and all claims that occurred prior to the date of this modification of any kind or nature, arising out of or related in any manner to the origination or servicing of the loan. Furthermore, Borrower(s) hereby state that they have read, understand and acknowledge that they are familiar with Section 1542 of the California Civil Code (and any similar provision of law), which section provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."