

LOAN MODIFICATION AGREEMENT

Borrower ("I")¹: [REDACTED]
Lender ("Lender"): [REDACTED]
Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): **NOVEMBER 01, 2006**
Loan Number: [REDACTED] ("Loan")
Property Address: [REDACTED] ("Property")

If my representations in Section 1 continue to be true in all material respects, then the provisions of Section 2 of this Loan Modification Agreement ("Agreement") will, as set forth in Section 2, amend and supplement (i) the Mortgage on the Property, and (ii) the Note secured by the Mortgage. The Mortgage and Note together, as may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement have the meaning given to them in the Loan Documents.

I have provided confirmation of my financial hardship and documents to permit verification of all of my income to determine whether I qualify for the offer described in this Agreement. This Agreement will not take effect unless and until the Lender signs it.

1. **My Representations.** I represent to the Lender and agree:
 - A. I am experiencing a financial hardship, and as a result, am either in default under the Loan Documents or a default is imminent.
 - B. The Property is neither in a state of disrepair, nor condemned.
 - C. There has been no change in the ownership of the Property since I signed the Loan Documents.
 - D. I am not a party to any litigation involving the Loan Documents, except to the extent I may be a defendant in a foreclosure action.
 - E. I have provided documentation for **all** income that I earn.
 - F. All documents and information I provide pursuant to this Agreement are true and correct.

2. **The Modification.** The Loan Documents are hereby modified as of **AUGUST 01, 2013** ("Modification Effective Date"), and all unpaid late charges are waived. The Lender agrees to suspend any foreclosure activities so long as I comply with the terms of the Loan Documents, as modified by this Agreement. The Loan Documents will be modified, and the first modified payment will be due on the date set forth in this Section 2:
 - A. The Maturity Date will be: **DECEMBER 01, 2036.**
 - B. The modified principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) and may include amounts toward taxes, insurance, or

¹ If there is more than one Borrower or Mortgagor 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.

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other assessments. The new principal balance of my Note is **\$536,966.88** ("New Principal Balance").

- C. **\$191,400.00** of the New Principal Balance shall be deferred ("Deferred Principal Balance"), and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance," and this amount is **\$345,566.88**.

The Interest Bearing Principal Balance will re-amortize over **199** months to a remaining scheduled balance on the Maturity Date of **\$201,108.05** ("Balloon Payment"), which is part of the Interest Bearing Principal Balance. The Balloon Payment will be repaid in accordance with Section 2.D.

Interest will begin to accrue as of **JULY 01, 2013**. The first new monthly payment on the New Principal Balance will be due on **AUGUST 01, 2013**, and monthly on the same date thereafter.

This Section 2.C does not apply to the repayment of any Deferred Principal Balance and such a balance will be repaid in accordance with Section 2.D. My payment schedule for the modified Loan is as follows:

I promise to pay monthly payments according to the following schedule with respect to the Interest Bearing Principal Balance.

Years	Interest Rate	Interest Rate Change Date	Monthly Principal & Interest Payment Amount	Payment Begins on	Number of Monthly Payments
1-5	2.000%	07/01/2013	\$1,046.47	08/01/2013	60
6	3.000%	07/01/2018	\$1,215.75	08/01/2018	12
7-23	3.875%	07/01/2019	\$1,371.41	08/01/2019	209

The Lender will notify me of the payment amount prior to the date that the monthly payment on the Interest Bearing Principal Balance will change.

If the Loan Documents currently provide for a balloon, the Balloon Amount resulting from this modification may be different. The Balloon Payment of **\$201,108.05** will be due on the Maturity Date unless due earlier in accordance with Section 2.D.

The Deferred Principal Balance of **\$191,400.00** will be due on the Maturity Date unless due earlier in accordance with Section 2.D.

The above terms in this Section 2.C shall supersede any provisions to the contrary in the Loan Documents, including, but not limited to, provisions for an adjustable or step interest rate.

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