

RECORDING REQUESTED BY: BAC Home Loans Servicing, LP Attn: Home Retention Division 7105 Corporate Drive (PTX-B-36) Plano, TX 75024	
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Doc ID #: [REDACTED] 1466 MOD

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**LOAN MODIFICATION AGREEMENT  
(Payment Option ARM Converted to Fixed Rate Loan –  
With Immediate Principal Forgiveness)**

This Loan Modification Agreement ("Agreement"), made this 2nd day of December, 2009, between (the "Borrower(s)") and BAC Home Loans Servicing, LP (the "Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") with an original principal balance of \$348,000.00, dated the 27th day of October, 2004 and recorded 27th day of October, 2004 in the Official Records of [REDACTED] County, in the State of [REDACTED] and (2) the Note and Adjustable Rate Rider bearing the same date as, and secured by, the Security Instrument, and (3) any prior agreements or modifications in effect relative to the Note and Security Instrument which covers the real property described in the Security Instrument and defined therein as the 'Property', located at [REDACTED], [REDACTED], [REDACTED], [REDACTED] collectively the prior documents shall be referred to herein as the "Note and Security Instrument".

The real property described being set forth as follows:

**"SAME AS IN SAID SECURITY INSTRUMENT, [SEE ATTACHED "EXHIBIT A"]**

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):

**1. Amount of My Unpaid Principal Balance**

As of the 1st day of November, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$398,393.00, consisting of the amount(s) owed by the Borrower to the Lender and which may include, but are not limited to, any past due principal payments, interest (including deferred interest), escrow payments, fees and/or costs ("Unpaid Amounts") which Borrower has agreed shall be capitalized (added to the amount Borrower originally borrowed) as one of the terms of this agreement. Any late/delinquency fees associated with overdue loan payments remaining unpaid as of the date immediately before this modification have been waived and are not capitalized. The Borrower understands that capitalizing the Unpaid Amounts may result in the Borrower paying more interest over the life of the loan.

When this Agreement is signed and becomes effective the Unpaid Amounts will be capitalized and the Unpaid Principal Balance \$398,393.00, will be reduced by \$99,598.00 (the "Forgiveness of Principal"), that is part of this Homeownership Retention Program. Your new unpaid principal balance will be \$298,795.00. (The "New Unpaid Principal Balance").

**2. Borrower's Promise to Pay**

The Borrower promises to pay the New Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.500% from the 1st day of November, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,541.10 beginning on the 1st day of November, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of November, 2034 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date. Borrower acknowledges the importance of making timely payments under this Agreement and that payments under

