



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



January 20, 2009

~~XXXXXXXXXX~~
~~XXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

MURRIETA CA 92562

Re: Loan Modification Agreement
Loan Number: ~~XXXXXXXXXX~~

Dear ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~:

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:

ADJUSTABLE Interest Rate	5.000%	← Interest Rate was: 7.45%
Term:	327	
Maturity Date:	06/01/2036	
New Principal Balance	\$685,685.58	
New P & I:	\$3,843.93	← payment was: \$ 4,718.26
Estimated Monthly Escrow Deposit:	\$0.00	
New Total Monthly Payment:	\$3,843.93	
First Payment Due Date:	04/01/2009	

Your loan modification approval was based on a contribution in the amount of \$0.00, which was received on 00/00/0000. 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 02/03/2009.

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

Sincerely,

Loan Management Consultant
Home Retention Team

PREPARED BY:
HEATHER GILCHRIST
OPTION ONE MORTGAGE CORPORATION
4600 REGENT BOULEVARD, SUITE 200
IRVING, TEXAS 75063

When Recorded Mail To:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670

Parcel No. 906-464-002-7

[Space Above This Line for Recording Data]
Original Recorded Date: JUNE 1, 2006 Loan No. [REDACTED]
Original Principal Amount: \$ 679,250.00

LOAN MODIFICATION AGREEMENT
(Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 20TH day of JANUARY, 2009 ,
between [REDACTED], HUSBAND AND WIFE AS JOINT TENANTS

("Borrower") and AMERICAN HOME MORTGAGE SERVICING, INC. ("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument")
dated MAY 23, 2006 and recorded in Instrument No. 2006-0400629 ,
of the Official Records of RIVERSIDE COUNTY, CALIFORNIA , and (2) the
(Name of Records) (County and State, or other jurisdiction)
adjustable rate note (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], MURRIETA, CALIFORNIA 92562 ,
(Property Address)

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

~~CONFIDENTIAL~~

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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 **MARCH 1, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **685,685.58**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.000** %, from **MARCH 1, 2009**. The interest rate Borrower will pay may change in accordance with the terms of the Note. Borrower promises to make monthly payments of principal and interest of U.S. \$ **3,843.93**, beginning on the **1ST** day of **APRIL, 2009**. The amount of Borrower's monthly payments may change in accordance with the terms of the Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the **1ST** day of **JUNE, 2036**, which is the present or extended Maturity Date.
3. If on 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.
4. Borrower understands and agrees that
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - (d) 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.
 - (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

Loan Modification Agreement Schedule A

Name of Borrower(s):

Loan Number:

DESCRIPTION OF TOTAL AMOUNT DUE	AMOUNT DUE
Current Principal Balance	\$663,731.52
Total Amount Capitalized	\$21,954.06
NEW PRINCIPAL BALANCE	\$685,685.58

BALLOON LOAN DISCLOSURES (if applicable)

Amortizing Amount	\$685,685.58
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

ITEMIZATION OF AMOUNT DUE	Deferred Amount	Capitalized Amount
Delinquent Interest From 10/1/2008 To 2/28/2009		\$20,603.35
Attorney Fees/Costs	\$0.00	\$0.00
Delinquent Taxes / Unpaid Insurance	\$0.00	\$0.00
Modification Fee / Document Preparation Fee	\$0.00	\$500.00
Title Property Report / Policy		
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 (AHMSI paid funds on behalf of borrower)	\$0.00	\$0.00
Late Charges	\$0.00	\$850.71
Demand Fee	\$0.00	\$0.00
Fax Fee	\$0.00	\$0.00
Non-Sufficient Funds (NSF) (Returned Check Fees)	\$0.00	\$0.00
TOTALS	\$0.00	\$21,954.06
	Borrower Contribution	\$0.00
	Mortgage Insurance Contribution	\$0.00
	Total Amount Capitalized	\$21,954.06

New Principal and Interest Payment Effective : ** 4/1/2009	\$3,843.93
Monthly Tax Payment ***	\$0.00
Monthly Insurance Payment ***	\$0.00
Total Payment	\$3,843.93

** 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: _____