

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 11th day of February, 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 23rd day of October, 2006, made in the amount of \$811,000.00, and (2) the Security Instrument dated the 23rd day of October, 2006, and recorded the 31st day of October, 2006, in Instrument Number 2006-229769 in the official records of San Joaquin County which covers the real property described in said Security Instrument, located at: [REDACTED], RIFON, CA 95366 ("Property"), and more particularly described as:

**SAME AS IN SAID SECURITY INSTRUMENT**

TAX ID/PARCEL NUMBER: 261-700-29

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 March, 2009, the amount payable under the Note and the Security Instrument is \$811,000.00 ("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 \$19,093.74 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 April, 2009, the New Unpaid Principal Balance will be \$630,093.74.

Interest Rate was:  
6.25%

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 2.875% from the 1st day of March, 2009, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of \$2,210.48 beginning the 1st day of April, 2009, and on the same day of each month thereafter until the 1st day of March, 2014. Interest will be charged on the Unpaid Principal Balance at the annual step rate of 6.25% from the 1st day of March, 2014, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of \$3,433.98 beginning the 1st day of April, 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.

Payment was:  
\$ 3,182-

If on the 1st day of March, 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).



4. Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to pay under the terms of the Note and Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph one above.

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for or relating to any change or adjustment in the rate of interest payable under the note; and
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to or wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or provision as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly provided in this Agreement, the Note and Security Instrument will remain unchanged and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions of the instruments, as amended by this Agreement.

BORROWER(S):

Date: \_\_\_\_\_

\_\_\_\_\_

Witness Signature

Witness Signature

Print Name

Print Name

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared ERNESTO PEREZ[ ] personally known to me - OR - [ ] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

Printed Name

My commission expires: \_\_\_\_\_

