

RECORDING REQUESTED BY: Countrywide Home Loans Servicing LP Attn: Home Retention Division 100 Buchanan Drive Pittsburgh, PA 15206	
---	--

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**LOAN MODIFICATION AGREEMENT
(Step Rate)**

This Loan Modification Agreement ("Agreement"), made this 6th day of January, 2009, between [REDACTED] (the "Borrower(s)") and Countrywide Home Loans Servicing LP (the "Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the 30th day of March, 2006 (2) the Note and Adjustable Rate Rider 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] LAKE FOREST, CA 92630, 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

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 Borrower's Unpaid Principal Balance

As of the 1st day of February, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$806,887.86, 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, escrow payments, fees and/or costs ("Unpaid Amounts") which you have agreed shall be capitalized (added to the amount you 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 not included in this capitalization. The Borrower understands that capitalizing the Unpaid Amounts may result in the Borrower paying more interest over the life of the loan.

2. Borrower's Promise to Pay

The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. If on the 1st day of May, 2036 (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.

The Borrower will make such payments at [REDACTED] at such other place as the Lender may require.

3. Amount of Borrower's Initial Scheduled Monthly Payments

As of the 1st day of March, 2009, the scheduled monthly payment will be in the amount of U.S. \$2,718.35. The scheduled monthly payment may change on that day of every twelfth month thereafter as described in Section 4 of this Loan Modification Agreement. The Lender will notify the Borrower prior to the date of change in the scheduled monthly payment. During the Interest-Only period, the amount of the monthly payment also may change if the Borrower makes voluntary prepayments of principal.

(A) Monthly Payment Changes

Changes in the monthly payment will reflect changes in the unpaid principal and in the interest rate that the Borrower must pay. The Lender will determine the changed amount of the monthly payment in accordance with Section 5 of this Loan Modification Agreement.

4. Interest Rates

As of the 1st day of February, 2009, Borrower will pay interest at a yearly rate of 5.375%. Thereafter, the interest rate that Borrower will pay and the dates when the interest rate will change are set forth below.

Payment was:
\$ 4,180-

Interest rate was: 9.0%

