

NEVADA & NEVADA I.O.  
Homecomings Financial, LLC  
Attention: Loss Mitigation  
[REDACTED]  
[REDACTED]  
[REDACTED]

\_\_\_\_\_  
[Space Above This Line For Recorder's Use]

## INTEREST ONLY FIXED RATE LOAN MODIFICATION AGREEMENT

This Interest Only Fixed Rate Loan Modification Agreement ("Agreement") made this 1st day of January, 2009, ("Effective Date") between [REDACTED] ("Borrower") and Homecomings Financial, LLC Lender/Service or Agent for Lender/Service ("Lender"), amends and supplements that certain promissory note ("Note") dated December 27, 2005, in the original principal amount of Three Hundred Twenty Five Thousand Six Hundred Dollars and No Cents (\$325,600.00) executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and recorded in the real property records of Sacramento County, CA. Said Security Instrument covers the real and, if applicable, personal property described in such Security Instrument (the "Property") located at [REDACTED], Sacramento, CA 95828 which real property is more particularly described as follows:

(Legal Description - Attach as Exhibit if Recording Agreement)

Borrower acknowledges that Lender is the Agent for, or the legal holder and the owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the Lender as defined in this Agreement.

Borrower has requested, and Lender has agreed to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and secured by the Security Instrument (the "Principal Balance") is Three Hundred Forty Eight Thousand Three Hundred Eight Dollars and Nine Cents (\$348,308.09). Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of the "Lender" the Principal Balance which consists of the amount(s) loaned to Borrower by "Lender" plus any accrued and unpaid amounts due under the Note or Security Instrument capitalized by Lender. Borrower also agrees to pay any unpaid interest and taxes, insurance premiums and other costs or expenses that Lender has paid to protect or enforce its interest in, or otherwise due under, the Note and the Security Instrument.

2. Interest will be charged on the new unpaid Principal Balance until the full amount of principal has been paid. Borrower will pay interest at a yearly rate of 5.0000% beginning on January 1, 2009. The

\* Interest rate was: 8.75%.

interest rate required by this Agreement is due late borrower will pay unit before and after any violation under the terms of the Note, as amended by this Agreement.

PAYMENT WAS: \$2,727 -

3. Borrower promises to make a payment every month. This monthly payment will consist of interest only payments of \$1,451.28 starting on February 1, 2009 and ending on January 1, 2011 (the "Interest Only Payment Period"). Thereafter Borrower will begin making payments consisting of principal and interest for the remaining term of the loan. The date of the borrower's first payment consisting of both principal and interest shall be February 1, 2011. Borrower will make these payments every month until all of the principal and interest and any other charges that Borrower may owe under this Agreement have been repaid. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest, it will be applied to interest before Principal. If on January 1, 2036 ("Maturity Date"), Borrower still owes any amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at [REDACTED] 50702 or at such other place as Lender may require.

4. The monthly payment may change based on changes in the amount collected into escrow for the payment of taxes and/or insurance, as applicable. Change will be determined based on a period analysis of the account. The monthly payments will be applied first to the payment of interest due and then to principal.

5. If Lender has not received the full amount of any monthly payment by the end of 15 calendar days after the date on which the payment is due, Borrower will pay a late charge to Lender in an amount calculated in accordance with the Borrower's original Note, or as otherwise provided by law. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.

6. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.

7. If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without "Lender's" prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by "Lender" if such exercise is prohibited by applicable law. If Lender exercises this option, "Lender" shall give Borrower notice of acceleration and for any other notices that may be required by law. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, "Lender" may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in