

After Recording Return To:  
Aurora Loan Services LLC  
[Company Name]  
Attn: Recording Department  
[Name of Natural Person]  
[Street Address]  
[City, State, Zip]

This Document Prepared By:  
Ruth Ruhl, Esquire  
2305 Ridge Road, Suite 106  
Rockwall, TX 75087

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Loan No.: 0033132796  
MERS No.: 100039290404728420

MERS Phone: 1-888-679-6377

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of March, 2009, between Francisco [redacted], a single man ("Borrower")

whose address is [redacted] Ct., Davie, Florida 33324 and Aurora Loan Services LLC

("Lender"),

whose address is [redacted], Littleton, Colorado 80124 and Mortgage Electronic Registration Systems, Inc.

("Mortgagee"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated August 2nd, 2006, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on [redacted], in Book/Liber [redacted], Page [redacted], Instrument No. [redacted], Official Records of [redacted]

Broward County, Florida, and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 8011 SW 21st Ct., Davie, Florida 33324

"The portion of the Unpaid Principal Balance which is subject to documentary stamp and intangible tax is \$ 19,844.51."

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 1st, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 201,444.51, 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 5.390%, from March 1st, 2009. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,129.92, beginning on the 1st day of April, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 5.390% will remain in effect until principal and interest are paid in full. If on March 1st, 2039, (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.

3. If all or any part of the Property or any interest in the Property 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 require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. 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 the 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.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the specified date in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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.

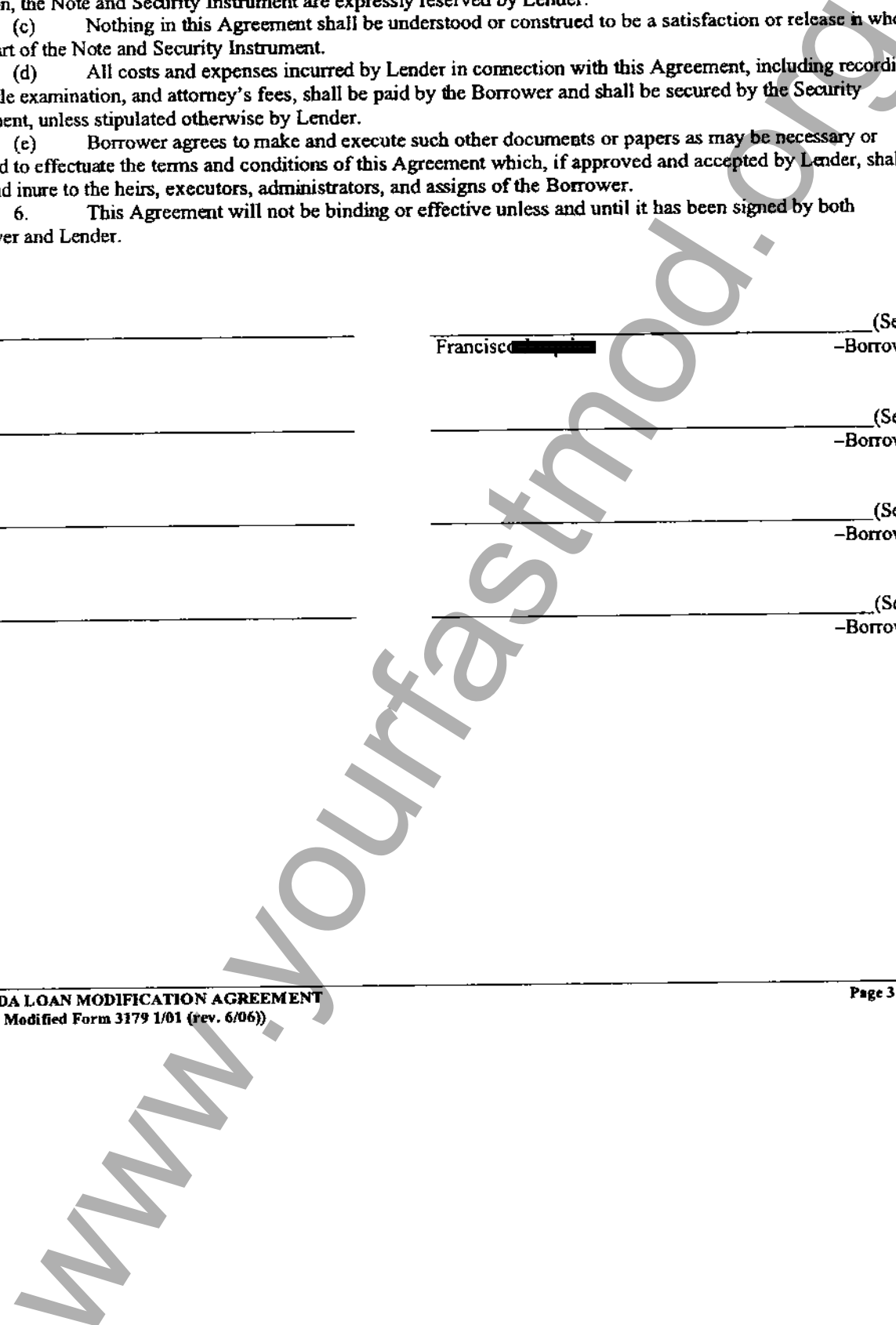
(c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

(d) 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.

(e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

6. This Agreement will not be binding or effective unless and until it has been signed by both Borrower and Lender.

_____	_____	(Seal)
Date	Francisco _____	-Borrower
_____	_____	(Seal)
Date		-Borrower
_____	_____	(Seal)
Date		-Borrower
_____	_____	(Seal)
Date		-Borrower



The foregoing instrument was acknowledged before me this \_\_\_\_\_, [date],  
by Francisco \_\_\_\_\_, [name of person acknowledging],  
who is personally known to me or who has produced  
[type of identification] as identification.

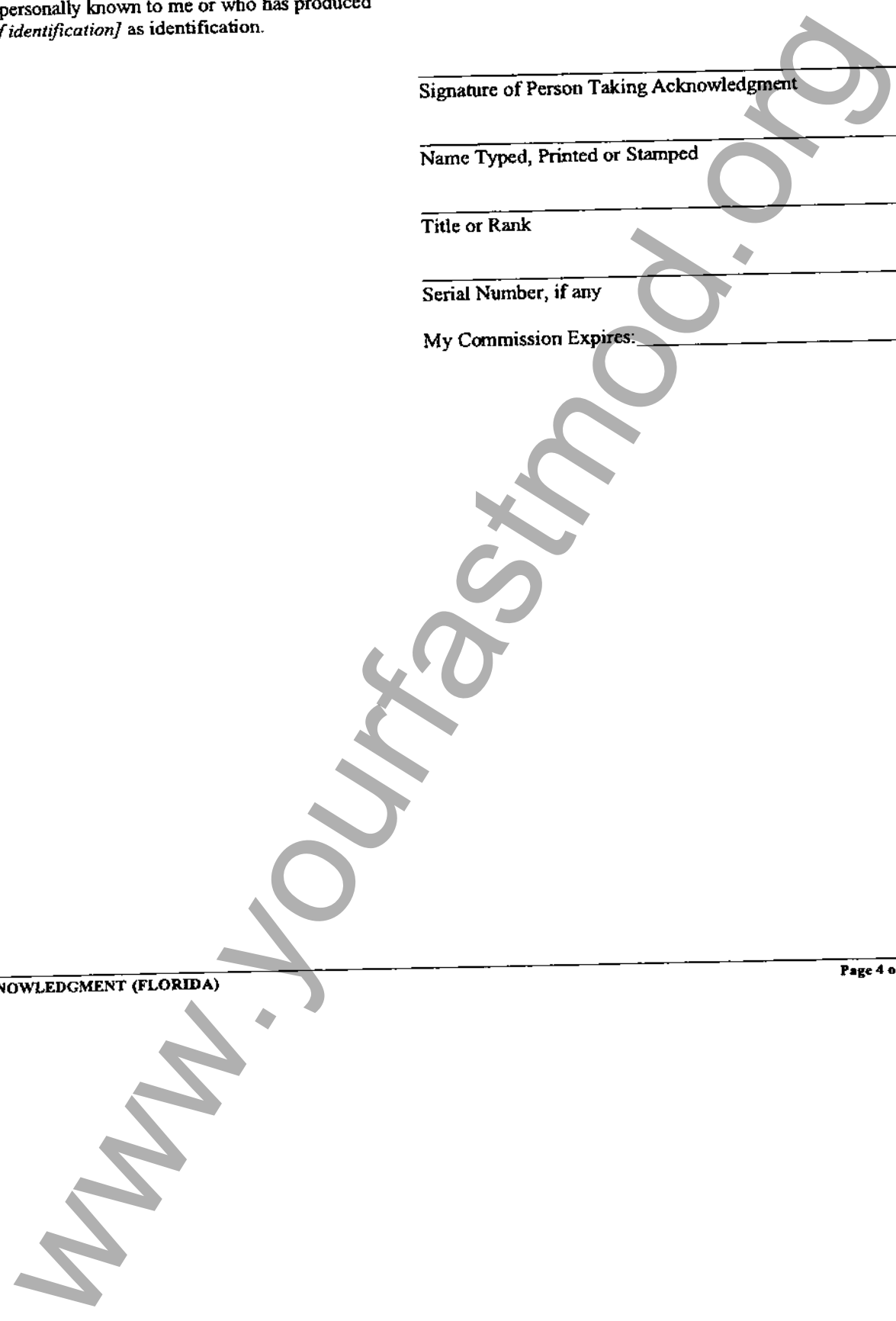
\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Name Typed, Printed or Stamped

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any

\_\_\_\_\_  
My Commission Expires:



Aurora Loan Services LLC  
-Lender

Mortgage Electronic Registration Systems, Inc.  
-Mortgagee

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed/Typed Name: Shawnda Merriman

Printed/Typed Name: Amber Paxton

Its: Sr. Vice President

Its: Assistant Secretary

(Corporate Seal)

(Corporate Seal)

### LENDER/MORTGAGEE ACKNOWLEDGMENT

State of Colorado §  
County of Douglas §

The foregoing instrument was acknowledged before me this \_\_\_\_\_, \_\_\_\_\_ [date],  
by Shawnda Merriman, Sr. Vice President  
[name of officer or agent, title of officer or agent] of Aurora Loan Services LLC

by Amber Paxton, Assistant Secretary of Mortgage Electronic Registration Systems,  
Inc., Mortgagee. They are personally known to me or has produced  
[type of identification] as identification.

(Seal)

\_\_\_\_\_  
Printed/Typed Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

**Receipt of Notice:** The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the execution of the "Loan Agreement." "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodation.

\_\_\_\_\_  
Francisco [REDACTED] -Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

# ERROR AND OMISSIONS / COMPLIANCE AGREEMENT

The undersigned Borrower(s) for and in consideration of the Loan Modification Agreement offered by Lender, its successors and/or assigns in the amount of \$ 201,444.51 , modifying the original Promissory Note secured by a Security Instrument dated August 2nd, 2006 agrees to fully cooperate with any reasonable requests made by Lender, or its agent, to correct typographical errors in the Loan Modification Agreement enabling Lender to sell, convey, guarantee or obtain insurance for any investor or institution, including but not limited to, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Secretary of Veterans Affairs, or any municipal bonding authority, to ensure enforceability of the Loan Modification Agreement. Requests may include, but are not limited to, all changes, corrections, re-execution or modification of any document related to such loan, as may be required.

The undersigned will comply with all requests within thirty (30) days from the date they are made by Lender or its agent. If the Borrower(s) fail to meet his/her/their obligations, Borrower(s) acknowledge liability for all costs including, but not limited to, actual expenses, legal fees, court costs, and marketing expenses incurred by Lender to enforce its rights under the Loan Modification Agreement.

Dated effective this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
Francisco Jarquin -Borrower -Borrower

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
-Borrower -Borrower

State of Florida

County/Parish of Broward

The foregoing instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_, [date],  
by Francisco [redacted] \_\_\_\_\_, [name of person acknowledged].

(Seal)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# ATTORNEY SELECTION NOTICE

By signing below, it is understood and agreed that you may hire a lawyer or attorney to advise you regarding this transaction and its consequences.

SELLER:

BORROWER:

N/A Modification \_\_\_\_\_ (Date)

Francisco [REDACTED] \_\_\_\_\_ (Date)

N/A Modification \_\_\_\_\_ (Date)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Date)

