

02/24/2009

Attention: Lashell
No. 49th Ct
Pompano Beach, FL 330643515

Loan No: 13410985
Property Address: [REDACTED]
POMPANO BEACH, FL 330643515

Re: Mortgage(s).

closed is a Loan Modification Agreement on a Note executed by you on February 17, 2006 in the amount of \$243,750.00. Pursuant to the terms of the attached Loan Modification Agreement, an initial contribution of \$2,491.20 is required along with the signed Loan Modification Agreement. Please forward the signed and notarized Loan Modification Agreement, the signed Modification Approval card and a cashier's or certified check in the amount of \$2,491.20 within seven days to the following address:

Litton Loan Servicing
c/o Abimbola Harris
Loan Modification Department
4828 Loop Central Drive
Houston, TX 77081-2226

If borrower(s) listed on the Loan Modification Agreement must sign the Agreement in the presence of a Notary Public. All borrowers must also sign and complete the letter from Litton Loan Servicing where indicated. The notary will require at least one form of government-issued picture identification, such as a driver's license. Notaries can be found at public locations such as banks and title companies.

Failure to return the Loan Modification Agreement may result in the cancellation of the Agreement. If you have any questions or you are unable to return the Agreement within 5 days of receipt, please contact Abimbola Harris at (713) 960-9676.

Sincerely,

Litton Loan Servicing, LP

Enclosure

Loan Modification Agreement - Fixed

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of May 1, 2009, between BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF MAY 1, 2006, BY TRUST AGREEMENT OF Litton Loan Servicing LP whose address is 4828 Loop Central Drive, Houston, TX 77081-2226 (BANK OF AMERICA) and DOUGAMECUS LUGLLEN, A SINGLE MAN whose address is 500 Sw 2nd Court, Pompano Beach, FL 330643515 (the "Borrower" or "you"). The Agreement is as follows:

RECITALS

On or about February 17, 2006, the predecessor of BANK OF AMERICA loaned you two hundred forty-three thousand seven hundred fifty and no/100 dollars (\$243,750.00) (the "Loan"), which Loan was evidenced by a note dated February 17, 2006 payable to the order of SENDERIA FUNDING LLC (the "Original Note").

The Original Note is secured by a Deed of Trust, Mortgage, or Deed to Secure Debt dated February 17, 2006 and recorded in the official records of Broward County, Florida (the "Original Mortgage").

The legal description of the real property encumbered by the Original Mortgage is:

LOT 20 IN BLOCK 14 OF AVONDALE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8 AT PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

(the "Property"). The Property is commonly known as 500 Sw 2nd Court, Pompano Beach, FL 330643515.

BANK OF AMERICA is now the owner of the Original Note and Original Mortgage.

The Original Mortgage grants a security interest in the Property owned by you and described in the Original Mortgage and allows BANK OF AMERICA to enforce remedies, including foreclosure of the Property, upon occurrence of a default, including your failure to make payments as required under the Original Note.

As a result of your request to modify your obligations under the Loan Documents, and in consideration of the promises, covenants and terms set forth below, BANK OF AMERICA has agreed to adjust the interest rate of the Original Note, the

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www.courtfastmod.org
ANDY
Over
\$ 40,000
Behind

repayment terms of the Original Note, and the total amount due with respect to the Original Note. BANK OF AMERICA has also agreed to reinstate the Loan as current and not in default as of the Effective Date, as defined below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which you agree to be true and correct and a part of this Agreement, you and BANK OF AMERICA agree as follows:

- 1. **Validity of the Loan Documents:** Except as expressly modified by this Agreement, the terms and conditions of the Loan Documents remain in full force and effect and the Original Mortgage shall continue to secure the Original Note as modified by this Agreement.
- 2. **The Effective Date:** This Agreement will be effective on May 1, 2009.
- 3. **Modification of Your Obligations:** Your obligations under the Fixed Loan Documents are modified as follows:
 - a. **New Principal Balance:** The new principal balance you now owe with respect to the Loan is three hundred twelve thousand six hundred eighty-six and 72/100 dollars (\$312,686.72) (the "New Principal Balance"). The New Principal Balance is the outstanding principal balance of your Loan including advances made to protect BANK OF AMERICA's secure interest in the Property. You promise to pay BANK OF AMERICA, or order, the New Principal Balance plus interest at the Interest Rate specified in accordance with the terms of the Loan Documents as modified by this Agreement.
 - b. **Interest Rate:** Interest will accrue on the unpaid amounts of the New Principal Balance from the Effective Date of this Agreement until paid in full at an annual rate equal to 4.310%.
 - c. **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 annual interest rate (which will change if applicable) and pay monthly payments of principal and interest in U.S. dollars (P&I) in accordance with the following schedule:

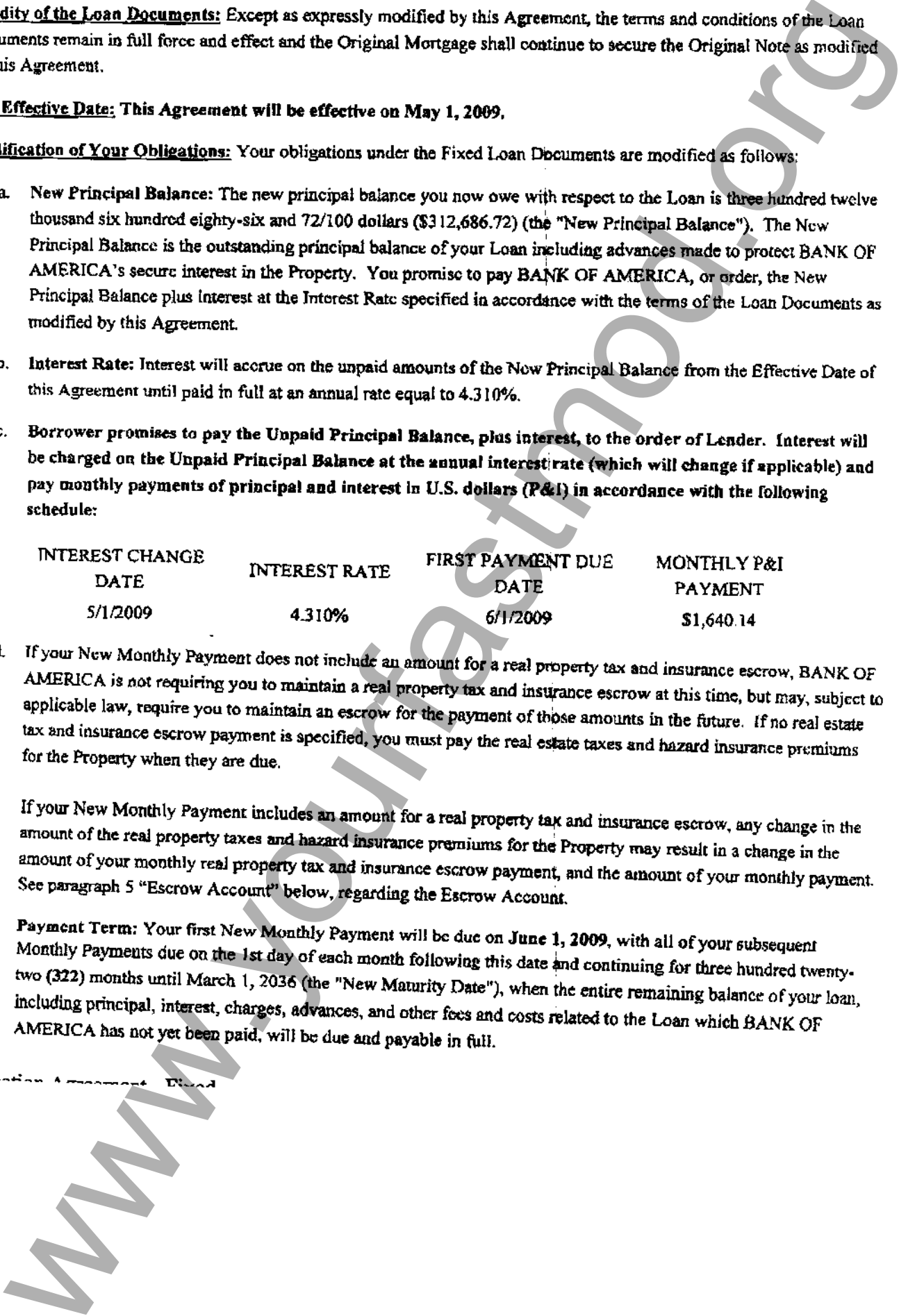
INTEREST CHANGE DATE	INTEREST RATE	FIRST PAYMENT DUE DATE	MONTHLY P&I PAYMENT
5/1/2009	4.310%	6/1/2009	\$1,640.14

- d. If your New Monthly Payment does not include an amount for a real property tax and insurance escrow, BANK OF AMERICA is not requiring you to maintain a real property tax and insurance escrow at this time, but may, subject to applicable law, require you to maintain an escrow for the payment of those amounts in the future. If no real estate tax and insurance escrow payment is specified, you must pay the real estate taxes and hazard insurance premiums for the Property when they are due.

If your New Monthly Payment includes an amount for a real property tax and insurance escrow, any change in the amount of the real property taxes and hazard insurance premiums for the Property may result in a change in the amount of your monthly real property tax and insurance escrow payment, and the amount of your monthly payment. See paragraph 5 "Escrow Account" below, regarding the Escrow Account.

- e. **Payment Term:** Your first New Monthly Payment will be due on June 1, 2009, with all of your subsequent Monthly Payments due on the 1st day of each month following this date and continuing for three hundred twenty-two (322) months until March 1, 2036 (the "New Maturity Date"), when the entire remaining balance of your loan, including principal, interest, charges, advances, and other fees and costs related to the Loan which BANK OF AMERICA has not yet been paid, will be due and payable in full.

see Modification Agreement Fixed



f. **Late Charges:** If any monthly payment is not paid when due, you may be charged a late fee to the Lender in accordance with the provisions of the Original Note.

4. **Right to Prepay:** Your right to prepay the unpaid balance of your Loan is governed by the terms contained in the original Loan Documents.

5. **Escrow Account:** Subject to applicable law, BANK OF AMERICA may require you to maintain an escrow account (the "Escrow Account"). If BANK OF AMERICA requires you to maintain an escrow account, you shall pay to BANK OF AMERICA on the day monthly payments are due a sum for the payment of yearly real property taxes and assessments; yearly hazard, property or flood insurance premiums; and other costs necessary to preserve BANK OF AMERICA's security interest in the Property ("Escrow Costs"). The amount of your monthly payment to the Escrow Account will equal 1/12 of BANK OF AMERICA's estimate of the annual Escrow Costs and may change from time to time as Escrow Costs change.

In accordance with federal law (RESPA), BANK OF AMERICA may hold a reserve in an amount not to exceed 1/6th of the total annual projected Escrow Costs, unless the mortgage documents or state law specifies a lower amount. Annually, it will be BANK OF AMERICA's responsibility to analyze the Escrow Account. If the amounts held by BANK OF AMERICA to pay the Escrow Costs exceed the amounts permitted to be held by applicable law, BANK OF AMERICA shall account to you for the excess Funds in accordance with the requirements of applicable law. If the amounts held by BANK OF AMERICA to pay the Escrow Costs are not sufficient to pay the Escrow Costs when due, BANK OF AMERICA may notify you in writing, and, in such case, you shall pay to BANK OF AMERICA the amount necessary to make up the deficiency. You shall make up the deficiency in no more than twelve monthly payments.

6. **Insurance Requirements:** The insurance carrier providing the insurance shall be chosen by you subject to BANK OF AMERICA's approval which shall not be unreasonably withheld. All insurance policies and renewals shall reference BANK OF AMERICA's loan number and include a standard mortgagee clause for the benefit of:

BANK OF AMERICA
c/o Litton Loan Servicing LP
4828 Loop Central Drive
Houston, TX 77081-2226

7. **Completion of this Agreement:** If you fully comply with all of the terms and provisions of this Agreement and the terms and provisions of the Loan Documents and pay the New Principal Balance in full with accrued interest on or before the New Maturity Date, BANK OF AMERICA will discharge your obligations under the Loan Documents and this Agreement. Moreover, for as long as you fully comply with the terms and provisions of the Loan Documents and this Agreement, BANK OF AMERICA will, until the New Maturity Date, reinstate your Loan as current and shall not exercise any of its collection rights or remedies against you which are permitted under the Loan Documents, this Agreement, or at law or in equity.

8. **Additional Events of Default:** Without limiting the other events of default set forth in the Loan Documents, you will be in default under this Agreement and under the Loan Documents upon the occurrence of any one or more of these events:

- a. If any bankruptcy or insolvency proceeding is filed by or against you.
- b. Any representation or warranty made by you in the Loan Documents, this Agreement, or any document provided by you or on your behalf in connection with this Agreement proves to be false or misleading in any respect.
- c. You fail to make the New Monthly Payments as required by this Agreement.
- d. You fail to pay any amount to the Escrow Account for the payment of Escrow Costs when requested by BANK OF AMERICA.
- e. You sell or convey any interest in the Property without BANK OF AMERICA's prior written consent.

f. Any breach of any of the terms or provisions of the Loan Documents or this Agreement.

9. **Consequences of Your Default:** If you default under this Agreement or the Loan Documents after the Effective Date (your "Default"), BANK OF AMERICA may, in addition to the remedies provided by the Loan Documents, terminate this Agreement and, subject only to applicable law, institute or resume any foreclosure or collection proceedings without prejudice for having accepted any payments, including but not limited to the New Monthly Payments, under this Agreement and exercise any of its rights and remedies against you under the Loan Documents and/or this Agreement. Upon your Default, BANK OF AMERICA may, at its option, accelerate and declare the entire unpaid balance of the Loan including principal, accrued interest, any other costs or advances, and all other amounts owed under the Loan Documents and this Agreement immediately due and payable in full, and may elect to account for and apply all payments, including but not limited to the New Monthly Payments made from and after the Effective Date until the time of your Default pursuant to the terms of the Original Note.
10. **Your Representations and Warranties:** As a material condition to BANK OF AMERICA willingness to enter into this Agreement, you represent and warrant the following facts:
- a. That you are indebted to BANK OF AMERICA pursuant to the terms of the Loan Documents and this Agreement, that your New Principal Balance is accurately set forth in this Agreement and that you have no other obligations

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