

Bank of America



BAC Home Loans Servicing, LP
 Attn Home Retention Division
 400 Countrywide Way
 Simi Valley, CA 93065

September 28, 2009



IMPORTANT MESSAGE ABOUT YOUR LOAN

We are pleased to advise you that your loan modification has been approved. In order for the modification to be valid, the enclosed documents need to be signed, notarized, and returned with the requested certified funds.

The following amounts will be added to your current principal balance, resulting in a modified principal balance of \$205,254.33 prior to your first payment date. The amount added to your loan is:

Interest:	\$7,434.87
Fees:	\$735.00
Escrow:	<u>\$3,131.23</u>
Total:	\$11,301.10

Your new modified monthly payment will be \$1,151.75, effective with your December 1, 2009 payment. This payment is subject to change if your escrow account is reanalyzed or if you have a step rate or adjustable rate loan type.

A breakdown of your payment is as follows:

Payment	\$726.94
Escrow / Opton Ins:	\$424.81
Total Payment	\$1,151.75

WHAT YOU SHOULD DO

The following amount must be paid in CERTIFIED FUNDS in order for the modification to become effective:

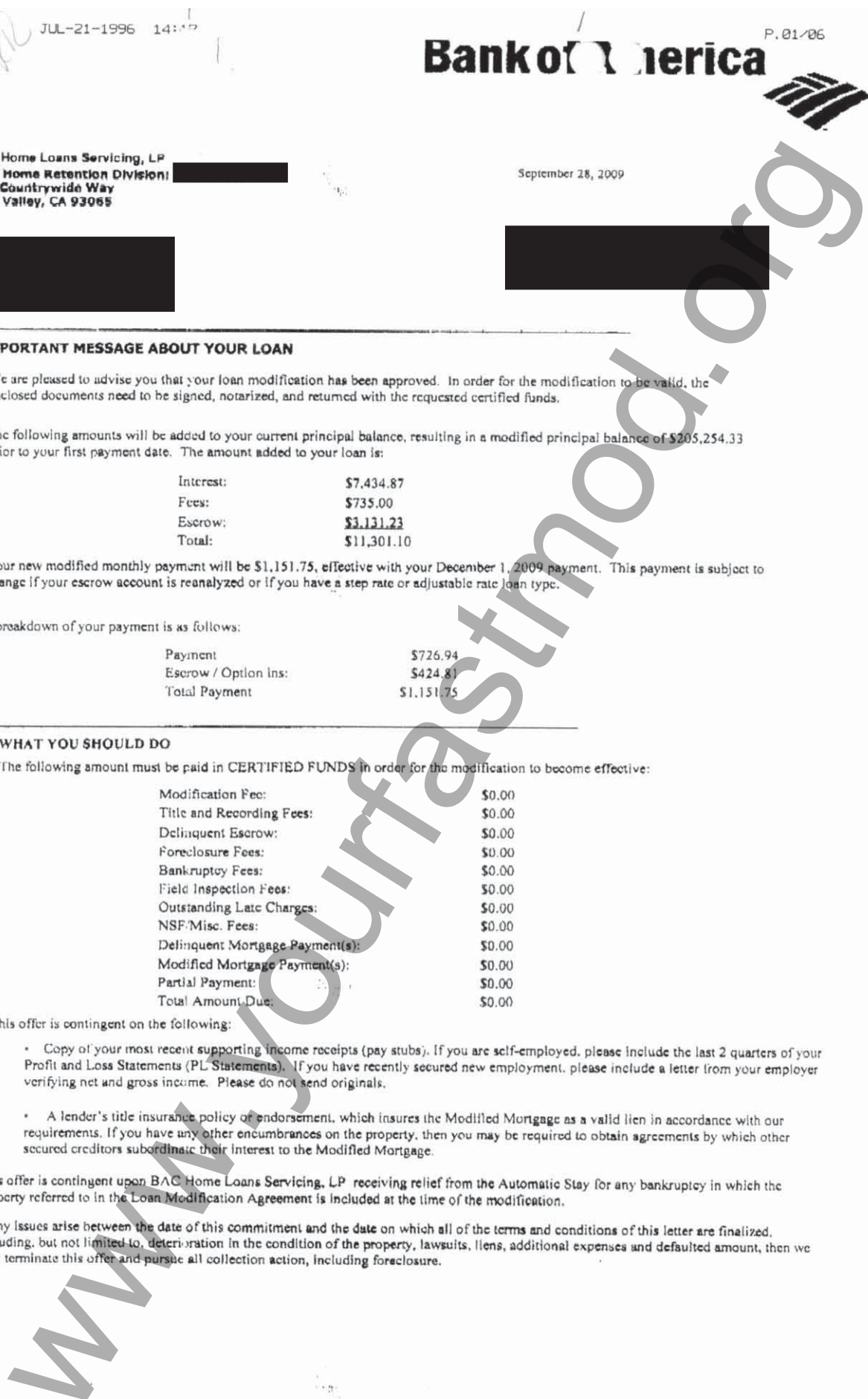
Modification Fee:	\$0.00
Title and Recording Fees:	\$0.00
Delinquent Escrow:	\$0.00
Foreclosure Fees:	\$0.00
Bankruptcy Fees:	\$0.00
Field Inspection Fees:	\$0.00
Outstanding Late Charges:	\$0.00
NSF/Misc. Fees:	\$0.00
Delinquent Mortgage Payment(s):	\$0.00
Modified Mortgage Payment(s):	\$0.00
Partial Payment:	\$0.00
Total Amount Due:	\$0.00

This offer is contingent on the following:

- Copy of your most recent supporting income receipts (pay stubs). If you are self-employed, please include the last 2 quarters of your Profit and Loss Statements (PL Statements). If you have recently secured new employment, please include a letter from your employer verifying net and gross income. Please do not send originals.
- A lender's title insurance policy of endorsement, which insures the Modified Mortgage as a valid lien in accordance with our requirements. If you have any other encumbrances on the property, then you may be required to obtain agreements by which other secured creditors subordinate their interest to the Modified Mortgage.

This offer is contingent upon BAC Home Loans Servicing, LP receiving relief from the Automatic Stay for any bankruptcy in which the property referred to in the Loan Modification Agreement is included at the time of the modification.

If any issues arise between the date of this commitment and the date on which all of the terms and conditions of this letter are finalized, including, but not limited to, deterioration in the condition of the property, lawsuits, liens, additional expenses and defaulted amount, then we may terminate this offer and pursue all collection action, including foreclosure.



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This letter does not stop, waive or postpone the collection actions, or credit reporting actions we have taken or contemplate taking against you and the property. In the event that you do not or cannot fulfill ALL of the terms and conditions of this letter no later than October 8, 2009, we will continue our collections actions without giving you additional notices or response periods.

The following documents have been enclosed:

Modification Agreement

Must be signed in the presence of a Notary. The notary acknowledgment must be in recordable form. All parties who own an interest in the property must sign the modification agreement as their name appears.

California All Purpose Acknowledgment

This document will only be used if the loan modification agreement is being executed in the state of California. It will be utilized by a notary of the state of California in place of the notary section contained in the Loan Modification Agreement.

The following documents may have been included if applicable to your loan:

PayOption Loan Disclosure

All parties who own an interest in the property must sign the PayOption Loan Disclosure as their name appears.

Bankruptcy Disclosure

All parties who own an interest in the property must sign the Bankruptcy Disclosure as their name appears.

Please return all of the enclosed documents to us in the enclosed pre-paid FED EX envelope no later than October 8, 2009 together with a certified check or money order (with loan number on the check) in the amount of \$0.00 to the following address:

BAC Home Loans Servicing, LP
Attn Home Retention Division: CA6-919-01-43
400 Countrywide Way
Simi Valley, CA 93065

THANK YOU FOR YOUR BUSINESS

HOPE Department

RECORDING REQUEST
BAC Home Loans Servicing, LP

Loan #: [REDACTED]

-----FOR INTERNAL USE ONLY-----

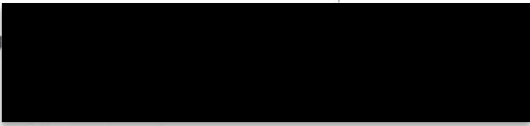
LOAN MODIFICATION AGREEMENT (Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 28th day of September 2009, between SONYA ELLIS, and BAC Home Loans Servicing, LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 8th day of January 2005 and in the amount of \$194,000.00 and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as in the 'Property', located at [REDACTED]

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 or Security Instrument):

- 1 As of the 1st day of December 2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$205,254.33 consisting of the amount(s) loaned to the Borrower by the Lender which may include, are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date.
- 2 The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.250% from 1st day of November 2009 to 1st day of November 2012. The amount of the monthly payment is changed to \$726.94 for the first 36 payments, and thereafter will be in an amount as calculated to the original terms of the Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1st day of February 2035 which is the present or extended Maturity Date. Borrower understands and agrees that Borrower's payment may increase when it begins to amortize in accordance with the note due to the modified amount of my principal balance. If on 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 The Borrower will make such payments at 400 Countrywide Way, Simi Valley, CA 93065 or at such other place as the Lender may require.
- 4 If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.
- 5 The 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 the Borrower is obligated to make under the Security Instrument; however, if your original Note or Security Instrument was an Adjustable Rate, the following terms and provisions are cancelled, null, and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the original 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; and
 - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the original Note or Security Instrument and that contains any such terms and provisions as those referred to in paragraph 2 above.
- 6 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. Except as otherwise specifically 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 terms and provisions thereof, as amended by this Agreement.
- 7 In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.



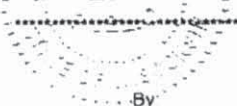
10-5-09
Dated

STATE OF Wisconsin
COUNTY OF Washington
On 10/5/2009 Before _____
Notary Public, personally appeared _____

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 signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature



BAC Home Loans Servicing, LP

By _____

Dated: _____

STATE OF _____
COUNTY OF _____
On _____ Before _____
Notary Public, personally appeared _____

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 signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

www.yourfistmoo.org

Bank of America



DEADLINE DATE TO RETURN DOCUMENTS:

10-13-09

www.yourfastmoney.org

SAMPLE

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing

BORROWER'S SIGNATURE

DATE

Dated: _____
Dated: _____
Dated: _____

CO-BORROWER'S SIGNATURE

(if applicable)

DATE

Dated: _____

STATE OF _____
COUNTY OF _____

DATE

NOTARY'S NAME PRINTED HERE

On _____ before me, _____

NAME OF INDIVIDUAL(S)

Notary Public, personally appeared _____

APPEARING BEFORE NOTARY PRINTED HERE

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 the me that he/she/they executed the in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

SEAL OR STAMP

WITNESS my hand and official seal.

NOTARY'S SIGNATURE HERE

Signature _____

.....

BY: _____

Dated: _____

Witness

