

Countrywide Home Loans Servicing LP
Attn: WORKOUT DEPARTMENT, LAM-70
477 COUNTRYWIDE WAY
LANCASTER, CA 93530

LOAN MODIFICATION AGREEMENT

(Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29th day of December, 2008, between MICHAEL [REDACTED] and Countrywide Home Loans Servicing LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the Security Instrument), dated the 12th day of April, 2003 and in the amount of \$495,000.00 and (2) the Note secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at [REDACTED] MIAMI, FL 32065.

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 herein agree as follows (and) withstanding anything to the contrary contained in the Note or Security Instrument:

- As of the 1st day of February, 2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$488,531.77 consisting of the arrearages) loaned to the borrower by Lender and any interest capitalized in the
- The Borrower promises to pay the Unpaid Principal Balance, plus interest, in the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.75% from the 1st day of February, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$332.88 beginning on the 1st day of March, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the February 1, 2047 (the "Maturity Date") the Borrower still owes amounts under the Note and Security Instrument, as intended by this agreement, the Borrower will pay these amounts in full on the Maturity Date.
- The Borrower will make such payments at 440 American Street, South Valley, California 93005 or at such other place as the Lender may require.
- 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 amounts secured by the Security Instrument.
- 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, estate items, impound, 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:
 - all terms and provisions of the original Note and Security Instrument (if any) providing for, implementing, or relating to any adjustment in the rate of interest payable under the Note; and
 - all terms and provisions of any adjustable rate note or other instrument or document that is allowed 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 (1) above.
- 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 intended by this Agreement.

in consideration of the Stipulations, Borrower agrees that if any document related to the Security Instrument (Note and other documents) is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Note or is otherwise missing upon the request of the Lender, Borrower(s) will comply with Lender's request to execute and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated, inaccurate or otherwise missing documents. If the original promissory note is replaced or corrected, the Lender hereby indemnifies the Borrower(s) against any loss associated with a default on the original note. All documents and/or requests of Borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) business days of a written request for such instrument.

As amended by the amendments between the Borrower and the Lender agree to the foregoing.

Dated: _____

WICHAU _____

STATE OF _____

COUNTY OF _____

Know all men by these presents, _____ hereby certifies that _____ is/are _____ (Single/Plural, person/s) identified _____

_____ is/are known to me for personal or by the acts of third-party evidence to be the person(s) whose name/s they executed to the above instrument, and acknowledged to me that he/she/they executed the same in his/her/its individual capacity and that by his/her/their signature/s on the instrument, the person(s) in each case, behalf of which the person(s) have executed the instrument.

WITNESS my hand and official seal.

Signature

Countrywide Home Loans Servicing LP

Dated: _____

