

Doc ID # [REDACTED]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### LOAN MODIFICATION AGREEMENT (ARM to Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 13th day of December, 2008, Laura [REDACTED] (the "Borrower(s)"), and Countrywide Home Loans Servicing LP (the "Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the 13th day of June, 2007 (2) the note secured by the Security Instrument, and (3) any prior agreements or modifications in effect relative to the Note and Security Instrument which covers the real property described in the Security Instrument and defined therein as the "Property" located at [REDACTED] Waterbury, CT 06705 collectively the prior documents shall be referred to herein as the "Note and Security Instrument".

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 hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

- As of the 1st day of January, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$108,432.92, consisting of the unpaid amount(s) loaned to the Borrower by the Lender and which may include, but are not limited to, any past due principal payments, interest, escrow payments, fees and/or costs ("Unpaid Amounts"), which you have agreed are to be capitalized (added to the amount you originally borrowed) as one of the terms of this agreement. Any late/default/penalty fees associated with overdue loan payments remaining unpaid as of the date immediately before this modification have been waived and not included in this capitalization. Borrower understands that capitalizing the Unpaid Amounts may result in Borrower paying more interest over the life of the loan.
- 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 9.375% from the 1st day of January, 2009 to the 31st day of December, 2013 (Change Date) at which time the interest rate will be fixed at the higher of the Finance Mac 30 year fixed rate 80-day delivery required net yield (or comparable rate, if not available) as of the 31st day of December 2013 or 10%. The Borrower promises to make monthly payments of principal and interest of U.S. \$893.94 ("New Monthly Payment") beginning on the 1st day of February, 2009, and continuing thereafter on the same day of each succeeding month until the First Change Date. From and after the Change Date, principal and interest payments may be adjusted upward to reflect the new interest rate described above in this Paragraph 2 (the higher of the Finance Mac 30 year fixed rate 80-day delivery required net yield (or comparable rate, if not available)) as of the 31st day of December, 2013 of 10%, and Borrower promises to continue to make payments in that amount until principal and interest are paid in full. Interest will be charged on the basis of a twelve-month year and a thirty-day month.
- Borrower also understands that the New Monthly Payment does not include any amount for taxes, insurance, or other obligations ("Escrow Items") that the borrower must satisfy under the Note and Security Instrument. If Borrower and Lender previously agreed that Escrow Items are to be paid monthly to Lender, Borrower's actual monthly payment will be LARGER than the New Monthly Payment, and the amount of the actual monthly payment will vary as the amount due for the Escrow Items varies. If on the 1st day of July, 2007 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
- The Borrower will make such payments at 7:08 Corporate Drive, IPTX-R-36, Plano, TX 75024 or at such other place as the Lender may require.
- Nothing in this agreement shall be understood or construed to be representing 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.
- 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, sign and deliver to Lender any documentation Lender deems necessary to effectuate the intent of the parties to this Agreement. If the original promissory note is replaced for any reason 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) calendar days after receipt by Borrower(s) of a written request for such replacement.

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





STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ Notary Public, personally appeared

personally known to me for proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) appears 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 signature(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

Countywide Home Loans Servicing LP

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ Notary Public, personally appeared

personally known to me for proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) appears 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 signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

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Signature

