

RECORDING REQUESTED BY  
 Countrywide Home Loans Servicing LP  
 Attention: Recording Division  
 100 Broadview Drive  
 Pittsburgh, PA 15205

Doc ID# 1100418945015621  
 STATE OF CALIFORNIA PUBLIC RECORDS OFFICE

**LOAN MODIFICATION AGREEMENT  
 (Step Rate)**

This Loan Modification Agreement ("Agreement") made this 14th day of January, 2009, between Countrywide Home Loans Servicing LP ("Countrywide") the Borrower, and Countrywide Home Loans Servicing LP ("Countrywide") the Lender, and supplements to the Mortgage Deed of Trust in favor of Security Instrument (the "Security Instrument") dated the 14th day of August, 2005 (the "Note and Applicable Rate Order") and secured by the Security Instrument, and (3) any other documents or instruments in effect relating to the Note and Security Instrument which covers the real property described in the Security Instrument and defined below as the "Property," located at 274 Lakewood Blvd., Apartment 17, 9452 Lakewood Blvd., documents that be referred to hereinafter as the "Title and Security Instrument."

The instrument by which the said instrument was

**GAME AS IN SAID SECURITY INSTRUMENT**

In consideration of the mutual promises and agreements contained in the parties hereto, set forth below, and of the covenants, conditions and terms of the Note and Security Instrument,

**1. Amount of Borrower's Unpaid Principal Balance:**

As of the 1st day of February, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is US\$ 540580.330, consisting of the amount owed by the Borrower to the Lender and which does not include and not be offset by any past due delinquent payments, interest, insurance payments, late charges, bank charges, or other amounts, which you have agreed shall be capitalized and added to the principal amount of any other money borrowed by you as of the date of this agreement. The future liability for a second lien associated with overdue loan payment is beginning unpaid as of a date immediately upon the modification hereunder by action and not indicated in this captionation. The borrower understands that continuing this Unpaid Principal Balance may result in the Borrower's account being closed over the life of the loan.

**2. Borrower's Promise to Pay:**

The Borrower promises to pay the Unpaid Principal Balance, with interest to the order of the Lender, on the 1st day of February, 2009, and the 1st day of February, 2010. Countrywide shall owe amounts under the Note and Security Instrument as required by the Applicable Rate Order and any other applicable law or order of the State of California.

The Borrower will make such payments at 2707 Lakewood Blvd. (PTK 8-30) Plant 2X 94524 and will continue to use as the primary residence.

**3. Amount of Borrower's Past Scheduled Monthly Payments:**

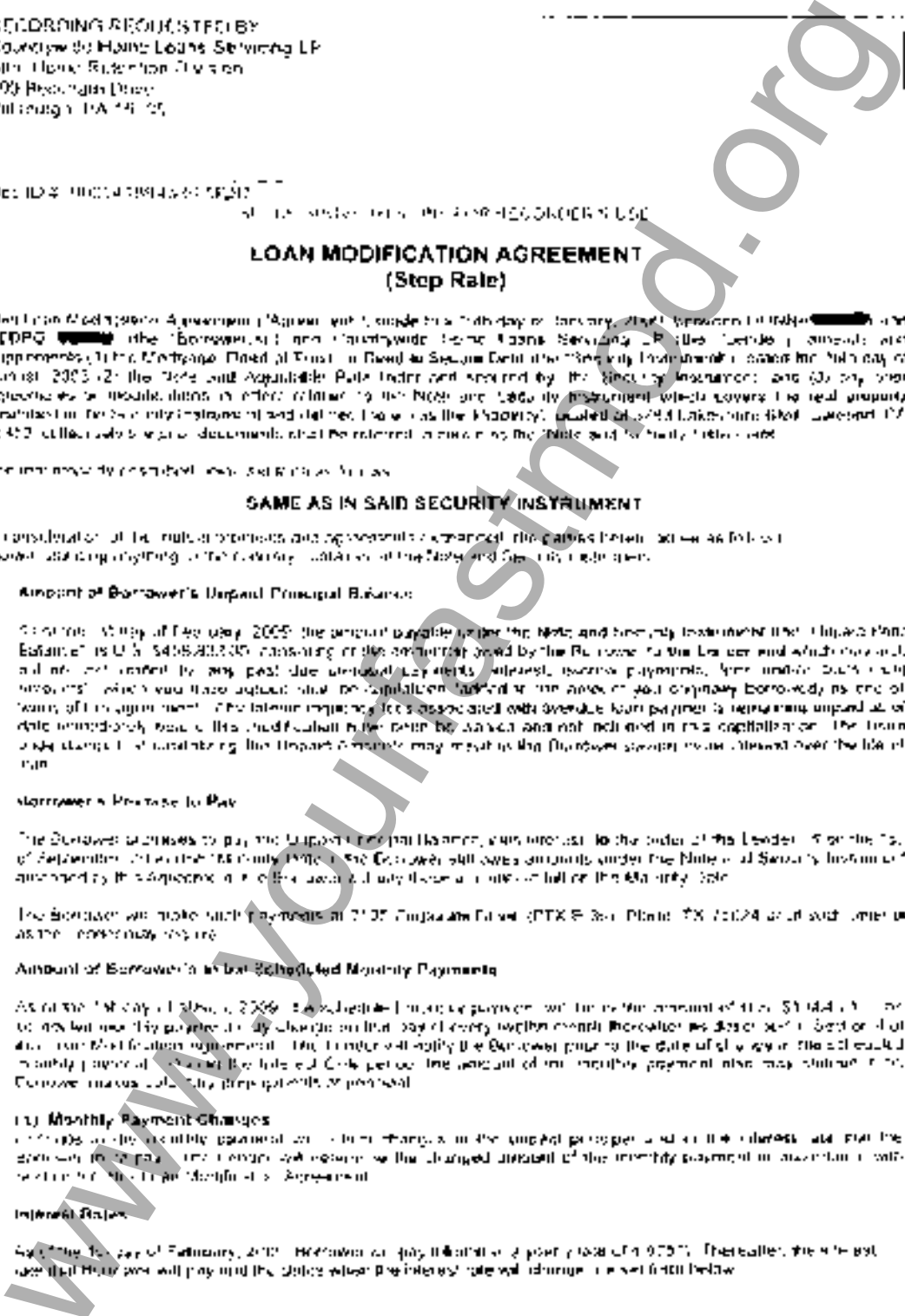
As of the 1st day of August, 2009, the scheduled monthly payment will be the amount of US\$ 1444.11 per month, but monthly payments shall always be paid on the 1st day of every month thereafter as stated in Section 4 of this loan modification agreement. The borrower voluntarily the Borrower pays to the date of this agreement the scheduled monthly payment of US\$ 1444.11 per month. The amount of the monthly payment also may include other amounts such as late charges, delinquent payments, or prepayment.

**(1) Monthly Payment Changes:**

Changes in the monthly payment will be based on changes in the unpaid principal balance and interest rate. The borrower will pay the monthly payment as shown on the changed amount of the monthly payment in accordance with Section 4 of the Loan Modification Agreement.

**4. Interest Rates:**

As of the 1st day of February, 2009, Borrower will pay the initial step rate of 9.75%. Thereafter, the interest rate shall be the rate will pay and the date when the interest rate will change is set forth below:



**Interest Rate in Percent** The interest rate Borrower will pay will change as indicated below

Extended Interest-Only Payment Period		Principal and Interest Payment Period	
Change Date	Interest Rate	Change Date	Interest Rate
06/01/2010	5.125%	12/01/2015	5.875%
09/01/2010	5.125%	12/01/2020	6.875%
02/01/2012	7.375%	12/01/2021	7.875%
12/01/2013	6.25%	12/01/2022	6.875%
07/01/2014	6.875%	12/01/2023	7.875%
12/01/2015	6.875%	07/01/2025	6.875%
02/01/2016	6.875%	10/01/2025	6.875%
10/01/2017	6.875%	07/01/2027	6.875%
02/01/2018	6.875%	10/01/2028	6.875%

Each time a Change Date occurs, the Borrower will pay the applicable rate on the outstanding principal and interest due under the Note, as provided above.

**5. Monthly Payment Changes**

**(A) Change Dates**

Each date on which the interest rate changes is referred to as a "Change Date."

**(B) Interest-Only Payments**

For the first year following the execution of the Loan Modification Agreement (referred to as the "Interest-Only Period"), on the last Change Date occurring through the 11th Change Date, as the interest between 4 payments for the interest only period, the amount of the new scheduled monthly payments will be determined by taking the amount payable by 12 and multiplying the result by the then current principal. If the Borrower makes a voluntary prepayment of principal during the Interest-Only Period, the next monthly payment will be less. The next monthly payment amount will be determined by dividing the new interest rate by 12 and multiplying it by the then current principal. If the Borrower makes a voluntary prepayment of principal after the due date of a subsequent monthly payment, that prepayment amount (which includes scheduled monthly payments) will be reflected in the amount of the next monthly payment.

**(C) Principal and Interest Payments**

On January 1, 2019 and on every Change Date thereafter, the Lender will determine the amount of the monthly payment that would be sufficient to repay the interest and principal that the Borrower is expected to owe at the Change Date, based on the then current rate of interest and the scheduled equal payments. The amount of this calculation will be the amount of the new scheduled monthly payment.

**6. Impact of this Agreement on the New Interest-Only Payment and on the Amount of Interest Borrower Will Pay Over the Life of the Loan**

The Borrower understands that by agreeing to all the unpaid past due payments, including accrued and deferred interest thereon, and to the newly scheduled Unpaid Amounts to be applied to the Unpaid Principal Balance, the accrued Unpaid Amounts against interest accrued on the interest that is added. The Borrower also understands that this new interest rate will apply on the unpaid balance and that this calculation is subject to the Agreement.

The Borrower understands the effect of this Agreement is to change the amount of unpaid debt will be owed over the term of the loan. This is because the amount of principal is fixed and the interest due will be based on the new rate of interest and the amount of principal.

**7. Impact of this Agreement on Monthly Payments at the End of the Interest-Only Period - the First Principal and Interest Payment Due Date:**

After the Interest-Only Period ends, the Borrower understands the monthly payment will increase because of the Borrower's additional debt being added to the loan. At the end of the Borrower's loan term, the monthly payment will be higher than the amount of principal that is due each month. This increase in the amount of the monthly payment will be due to the fact that the Borrower will have to pay for the increase in the amount of the monthly payment when the interest rate is fixed and the amount of the loan is fixed. The Borrower will not have the option of paying only the interest only monthly amount. The Borrower understands that the increase in the monthly payment amount at the first Principal and Interest Payment Due Date could be significant and result in a cushion referred to as payment shock.

**8. Understanding the Monthly Statement During the Interest-Only Period**

The Borrower understands that the items on the monthly statement during the Interest-Only Period will reflect the Borrower's monthly payment amount and the interest due on the unpaid principal amount.

and (3) the Amortized Payment shall accrue to the interest only during the term of the Loan with 28%  
with each month to which a payment has not been made. The Borrower shall pay the 28%  
interest above the interest only payment amount.

9. **Effective of This Modification Agreement**

Notwithstanding to whom it shall be assigned or assigned to be a right being substituted or substituted with it in  
all the here and by law hereinafter. Except as otherwise specifically provided in this Agreement, the date and validity  
of all amendments hereto shall be the date of the original and the order will be given by the company with all other data  
previously entered. As amended by this Agreement.

10. **Borrowers Agreement to Assist With Lost, Misplaced, Mislaid, Incomplete or Missing Documents**

In consideration of the Modification, the Borrower agrees that if any document related to the note and here to  
registered under Modification is lost, misplaced, mislaid, incomplete, incorrectly reflects the true and correct terms of  
modification of the loan as modified, or if at some point the Borrower will comply with the lender's request to  
execute, re-execute, initial and deliver to the Lender any document the Lender deems necessary of the original  
document is replaced for the document required the Borrower shall be deemed to be "Documents". The  
Borrower agrees to deliver the documents within 10 days after receipt by the Lender of a written demand for such  
documents.

As a condition to the agreement below, the Borrower and the Lender agree to the following:

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_  
County: \_\_\_\_\_

In \_\_\_\_\_ before me \_\_\_\_\_ Notary Public personally appeared

\_\_\_\_\_ personally known to me and proved to me the facts of self identity evidenced to be the person(s) whose name  
appears subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
entire and lawful mind, and that he/she/they executed the same for the purposes and on behalf of  
the estate of \_\_\_\_\_

WITNESSE my hand and office this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Countrywide Home Loans Servicing, LP  
Date: \_\_\_\_\_

By \_\_\_\_\_  
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

In \_\_\_\_\_ before me \_\_\_\_\_ Notary Public personally appeared

\_\_\_\_\_ personally known to me and proved to me the facts of self identity evidenced to be the person(s) whose name  
appears subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
entire and lawful mind, and that he/she/they executed the same for the purposes and on behalf of



Committed to the future of rural communities

United States Department of Agriculture

Rural Development Centralized Servicing Center P.O. Box 66835 St. Louis, MO 63166 (800) 414-1226 (Voice) (800) 488-1832 (TDD/TTY Hearing Impaired Only) or (314) 457-4579 (FAX)

01/06/09

DOMELLE 204 COUNTRYHILL MARION

AR 72364

ACCOUNT NUMBER: 33567661

Dear Homeowner:

Please find enclosed the payment assistance agreement effective 01/23/09 for your information. Your monthly payment for the agreement period is \$ 623.07. This information is based on the information that you supplied. This figure does not include any amounts that you pay toward escrow, fees, or to resolve a delinquency (if appropriate). Please refer to your billing statement for the total amount of your payments including any of these changes. Billing statements are mailed approximately two weeks prior to your scheduled payment date.

If you have any questions concerning the decision or if you have additional information that may affect our decision, you may call the Centralized Servicing Center at 1-800-414-1226 or TDD 1-800-488-1832, 7:00 a.m. to 5:00 p.m. Central Time, Monday through Friday. With a touch-tone telephone, the Voice Response Unit (VRU) can provide automated confidential account information, seven days per week, outside normal business hours. Any additional information should be sent to the address listed below. When you call or write, please refer to the CSC account number listed above.

UNITED STATES DEPARTMENT OF AGRICULTURE CENTRALIZED SERVICING CENTER P.O. BOX 66835 ST. LOUIS, MO 63166

You also have the right to request reconsideration, mediation, or an appeal. Please see attachment for requesting any of these options. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, handicap, or age (provided that the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Sincerely,

Payment Assistance Section Cash Management and Borrower Assistance Branch

Attachment: Payment Assistance Agreement Appeals Rights Attachment

Web: http://www.rurdev.usda.gov

\*USDA is an equal opportunity provider, employer and lender.\*

To file a complaint of discrimination write USDA, Office of Civil Rights, Programs, 808 7th Street SW, Room 400 (Stop 9410), Washington, DC 20250-9410 or call (866) 632-9992 (Voice), (800) 401-0218 (TDD/TTY Hearing Impaired Only) or (202) 720-6046 (FAX)