

RECORDING REQUESTED BY:

Countrywide Home Loans Bank (N) P
AND WORKOUT DEPARTMENT, LAM-70
177 COUNTRYWIDE WAY
LANCASTER, CA 93301

Loan #: 366483963

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), ~~notably and~~ supplement (1) the Mortgage, Deed of Trust or Deed of Secured Note (the Security Instrument) dated the 12th day of April, 2007 and in the amount of \$105,000.00 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] MAYO, FL 32066

The real property described being set forth as follows:

NAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (and without intending to be limited by the terms contained in the Note or Security Instrument):

- 1. As of the 1st day of February, 2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is \$15,5108.571.77 consisting of the amount(s) loaned to the borrower by Lender and any accrued 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 3.125% from the 1st day of February, 2009. The Borrower promises to make monthly payment of principal and interest of \$532.53 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, 2009 (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.
- 3. The Borrower will make each payment at 430 American Street, Sun Valley, California 91352 or at such other place as the Lender may require.
- 4. If all or any part of the Property of any interest in it is sold or transferred (or if a beneficial interest in the Property 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 owed by the Security Instrument.
- 5. The Borrower also will comply with all covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's promises and agreements to make all payments of taxes, insurance premiums, assessments, estate 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 adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate fact or other instrument or document that is allowed to, wholly or partially incorporate into, or is part of, the original Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) 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.



in consideration of the Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misdated, inaccurately reflects the true and correct terms and conditions of the loan, or is otherwise missing upon the request of the Lender, Borrower(s) will comply with Lender's request to promptly acknowledge, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misdated, inaccurate or otherwise missing document(s). If the original promissory note is replaced the Lender hereby releases 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.

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

Dated _____

MICHAEL [REDACTED]

STATE OF _____

COUNTY OF _____

I, _____, being the _____, being fully, 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 signature(s) on the instrument the person(s) or party(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature

Countrywide Home Loans Servicing LP

at _____ Dated: _____

