

Loan Modification Success Case

Name of Lender (Bank):

Bank of America

<https://www9.bankofamerica.com/home-loans/overview.go>

Original Interest:

5.375%

Original Payment:

\$1,175

New Interest:

3.500%

New Monthly Payment:

\$864.59

Please visit our website at:

<http://www.stopbanks.com/> or call us at 877-529-5090.

MONTHLY HOME LOAN STATEMENT



IMPORTANT NOTICE

BAC Home Loans Servicing, LP services your home loan on behalf of the holder of your note (Noteholder). This is to advise you that your account remains seriously delinquent.

If we do not hear from you immediately, we will have no alternative but to take appropriate action to protect the interest of the Noteholder in your property. This action may include returning payments that are less than the total amount due.

Please give this matter your most urgent attention. Please pay the total amount due immediately. BAC Home Loans Servicing, LP will proceed with collection action until your account is brought fully current, and you will be responsible for all cost incurred in this process to the full extent permitted by law.

If you are unable to bring your account current, please contact us at 1-800-669-6654.

Sincerely,

LOAN SERVICING
Loan Counselor

HOME LOAN
SUMMARY

Home loan overview as of 04/29/2009

Principal balance	\$155,969.32
Escrow balance	\$353.87
Late Charge if payment received after 05/16/2009	\$45.92

Amount due on 05/01/2009 as of 04/29/2009

Home loan payment due 05/01/2009	\$1,267.35
Past due payment amount	3,377.25
(see next page for account details)	

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Calls may be monitored or recorded to ensure quality service. We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

Account number [REDACTED]

(4)

Payment due **May 1, 2009**

*\$1,267.35

After **May 16, 2009** late payment

*\$1,313.27

*Payment amount includes late charges. See Home Loan Servicing Agreement.

PAYMENT INSTRUCTIONS

- Please
 - don't send cash
 - don't staple the check to the payment coupon
 - don't include correspondence
 - include coupon with payment
- Write the account number on the check or money order.
- Make the check payable to
BAC Home Loans Servicing, LP
Attn: Remittance Processing
PO Box 660694
Dallas, TX 75266-0694

SEE OTHER SIDE FOR IMPORTANT INFORMATION



BAC Home Loans Servicing, LP
PO Box 660694
Dallas, TX 75266-0694

Additional
PrincipalAdditional
Escrow

Check total

**HOME LOAN
DETAILS****Monthly payment breakdown as of 04/29/2009**

Principal and/or interest payment	\$918.35
Escrow payment amount	207.40
Outstanding late charges	141.60
Fees due	60.00
Total monthly home loan payment	\$1,267.35

Loan type and term

Loan type	30 Yr Conventional
Contractual remaining term	26 Years, 8 Months
Interest rate	5.375%

Escrow account expenses

We are responsible for the payment of the following escrow items with the exception of the items marked with an asterisk (*).
The payment of the items marked with an asterisk (*) is the responsibility of the homeowner.

Description	Payee	Policy number/Tax ID	Frequency	Next due date	Amount due
Homeowners insurance		██████████	Annual	08/04/2009	775.88
County taxes		██████████	Semi-Annual	05/01/2009	653.18



When you receive your tax bill, please write your account number on your original bill and mail it immediately to BAC Home Loans Servicing, LP to prevent interest and penalty charges from accruing. Please send your original bill to BAC Home Loans Servicing, LP, Attn: Tax Dept CA6-913-LB-01, PO Box 10211, Van Nuys, CA 91410-0211. BAC Home Loans Servicing, LP will receive your tax information from another source. Supplemental tax bills will remain your responsibility, you must pay them directly to the Tax Authority.

Home loan activity since your last statement

There was no activity on your account for the period covered in this statement.

**IMPORTANT
NOTICE****CREDIT REPORTING NOTICE**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

BAC Home Loans Servicing, LP is here to help you bring your loan current. For payment arrangements, call 1-866-653-6183. As long as your loan remains delinquent, BAC Home Loans Servicing, LP will conduct inspections of your property on a periodic basis. These inspections are provided for in your loan documents. BAC Home Loans Servicing, LP will inspect your property to confirm occupancy, identify the occupants, and observe the physical condition of the property. You are responsible for paying the cost of these inspections.



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Account Number ██████████

E-mail use: Providing your e-mail address(es) below will allow us to send you information on your account

E-mail address ██████████

E-mail address

How we post your payment: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan.
Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan. Payments by phone received by 6:00 PM Pacific Time on a business day will be effective the same day. Payments by phone received after 6:00 PM Pacific Time or on a nonbusiness day/holiday will be applied to your account no later than the next business day.

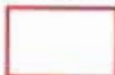
For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.



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

Loan #: [REDACTED]

FOR INTERNAL USE ONLY



LOAN MODIFICATION AGREEMENT (Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 23rd day of December 2009, between [REDACTED] 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 4th day of August 2005 and in the amount of \$184,000.00 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 February 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$189,844.89 consisting of the amount(s) loaned to the Borrower by the Lender which 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 3.500% from the 1st day of January 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$857.19 beginning on the 1st day of February 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of January 2050 (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 such payments at 400 Countrywide Way, Simi Valley, CA or at such other place as the Lender may require.
- 4 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.
- 5 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.

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

12-30-09

Dated

12-30-09

Dated

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STATE OF
COUNTY OF

On December 23, 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 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