

Investor Loan No.: [REDACTED]

**Recording Requested By And
After Recording Return To:**

Aurora Loan Services LLC
Attn: Final Documents
2617 College Park
Scottsbluff, Nebraska 69361

This document was prepared by RUTH RUHL, P.C.

Prepared By:

RUTH RUHL, P. C.
2305 Ridge Road, Suite 106
Rockwall, TX 75087

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MIN: [REDACTED]
SIS: (888) 679-6377

HOME AFFORDABLE MODIFICATION AGREEMENT

Borrower ("I"): [REDACTED] CARA [REDACTED], a single man

Lender or Services ("Lender"): Aurora Loan Services LLC

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): September 14th, 2006

Loan Number: [REDACTED]

Date and recording information of first lien Mortgage dated September 14th, 2006 and recorded on N/A, , in Book/Liber N/A, Page N/A, Instrument No. N/A, Official Records of Los Angeles County, California, and Note ("Note"), bearing the same date as, and secured by, the Mortgage, which covers the real and personal property described in said Mortgage and defined therein as the Property, identified as:

Property Address: [REDACTED] California [REDACTED] ("Property")

LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" IF RECORDATION IS NECESSARY

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for the Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS.

If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

- B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be \$ 458,742.44 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.
- C. \$162,400.00 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$296,342.44. Interest at the rate of 2.000% will begin to accrue on the Interest Bearing Principal Balance as of January 1st, 2011 and the first new monthly payment on the Interest Bearing Principal Balance will be due on February 1st, 2011. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-5	2.000%	01/01/2011	\$897.40	\$395.58 may adjust periodically	\$1,292.98 may adjust periodically	02/01/2011	60
6	3.000%	01/01/2016	\$1,042.57	May adjust periodically	May adjust periodically	02/01/2016	12
7	4.000%	01/01/2017	\$1,195.81	May adjust periodically	May adjust periodically	02/01/2017	12
8-10	4.875%	01/01/2018	\$1,335.34	May adjust periodically	May adjust periodically	02/01/2018	396
N/A	N/A	N/A	N/A	May adjust periodically	May adjust periodically	N/A	N/A
N/A	N/A	N/A	N/A	May adjust periodically	May adjust periodically	N/A	N/A

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
- F. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.