



P.O. Box 631730  
Irving, TX 75063-1730

September 04, 2008

[REDACTED] Lopez  
[REDACTED] Bennett St  
Nipomo, CA 93444-5302

Re: Loan Modification Agreement  
Loan Number: 001530 [REDACTED]

Dear [REDACTED] Lopez :

I am pleased to advise you that your request for a loan modification has been approved. The terms of the modification will be as follows:

ADJUSTABLE Interest Rate	3.000%
Term:	331
Maturity Date:	05/01/2036
New Principal Balance:	\$381,824.40
New P & I:	\$1,697.28
Estimated Monthly Escrow Deposit:	\$462.85
New Total Monthly Payment:	\$2,160.13
First Payment Due Date:	11/01/2008

Your loan modification approval was based on a contribution in the amount of \$4,412.52, which was received on 08/05/2008. This contribution will be applied to the outstanding fees and balances on your loan. Also, as a condition of your modification, American Home Mortgage Servicing, Inc. may establish a mandatory escrow account for the life of the loan.

Two originals of the Modification Agreement should be signed, notarized and returned to our office in the enclosed pre-paid envelope. The executed and notarized Modification Agreements are due in our office by 09/17/2008.

If you have questions concerning this letter, please contact me at [REDACTED].

Sincerely,

Loan Management Consultant  
Home Retention Team

JX051 048 ITB

PREPARED BY:  
THEDRA BRAZLE  
AMERICAN HOME MORTGAGE SERVICING, INC.  
4600 REGENT BOULEVARD, SUITE 200  
IRVING, TEXAS 75063

When Recorded Mail To:  
FIRST AMERICAN TITLE  
P.O. BOX 27670  
SANTA ANA, CA 92799-7670

Parcel No. 090445002

[Space Above This Line for Recording Data]  
Original Recorded Date: APRIL 23, 2006      Loan No. 001530  
Original Principal Amount: \$ 344,000.00

**LOAN MODIFICATION AGREEMENT**  
(Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 4TH day of SEPTEMBER, 2008,  
between [REDACTED] LOPEZ AND [REDACTED] LOPEZ, HUSBAND AND WIFE AS JOINT TENANTS

("Borrower") and AMERICAN HOME MORTGAGE SERVICING, INC.

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument")  
dated APRIL 13, 2006 and recorded in Instrument No. [REDACTED]  
of the Official Records of SAN LUIS OBISPO COUNTY, CALIFORNIA, and (2) the  
(Name of Records) (County and State, or other jurisdiction)  
adjustable rate note (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 the  
"Property", located at [REDACTED] BENNETT ST, NIPOMO, CALIFORNIA 93444  
(Property Address)

the real property described being set forth as follows:  
**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;**

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Form 3161 6/06 (page 1 of 4)  
Modified by First American Loan Production Services  
First American Real Estate Solutions LLC CALIFORNIA  
PALPS# CAFM3161 Rev. 04-14-08

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THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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 **SEPTEMBER 30, 2008**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **381,824.40**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.000** %, from **SEPTEMBER 30, 2008**. The interest rate Borrower will pay may change in accordance with the terms of the Note. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,697.28**, beginning on the **1ST** day of **NOVEMBER, 2008**. The amount of Borrower's monthly payments may change in accordance with the terms of the Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the **1ST** day of **MAY, 2036**, which is the present or extended Maturity Date.
3. If on the Maturity Date, Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
4. Borrower understands and agrees that
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
  - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
  - (d) 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.
  - (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Form 3161 6/06 (page 2 of 4)  
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(f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

AMERICAN HOME MORTGAGE SERVICING, INC.

Name: \_\_\_\_\_ (Seal)  
As: ASSISTANT SECRETARY - Lender

\_\_\_\_\_  
LOPEZ (Seal)  
- Borrower

INES LOPEZ \_\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_\_  
\_\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_\_  
\_\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_\_  
\_\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_\_  
\_\_\_\_\_ (Seal)  
- Borrower

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