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RECORDING REQUESTED BY:
Countrywide Home Loans Servicing LP
Attn: MSN HRD
400 Countrywide Way
Simi Valley, CA 93065

Loan #: 126919480

FOR INTERNAL USE ONLY

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 20th day of August 2008, between JOSE L. and Countrywide Home Loans Servicing LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 21st day of December 2005 and in the amount of \$288,000.00 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 DOWN STREET, RIVERSIDE, CA 92507.

The real property described being set forth as follows:

SAME AS IN SAID SECURITY INSTRUMENT

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 SETS THE MAXIMUM RATE THE BORROWER MUST PAY.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (not withstanding anything to the contrary contained in the Note or Security Instrument):

1. As of the 1st day of October 2008, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$320,054.83 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 3.250% from 1st day of September 2008 to 1st day of September 2013. The amount of the monthly payment is changed to \$886.82 for the first 60 payments, and thereafter will be in an amount as calculated to the original 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 January 2038 which is the present or extended Maturity Date. Borrower understands and agrees that Borrower's payment may increase when it begins to amortize in accordance with the note due to the modified amount of my principal balance.
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. The Borrower will comply with all other covenants, agreements, stipulations and conditions of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are cancelled, null, and void, as of the date specified in paragraph 1 to the extent they are inconsistent with the terms and provisions of this Agreement:
 - a. all terms and provisions of the original Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment, in the rate payable under the Note; and
 - b. all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the original Note or Security Instrument and that contains any such terms and provisions as those referred to in paragraph 2 above.
5. 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.

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- (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) 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.
 - (d) 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.
 - (e) 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.
 - (f) As part of the consideration for this Agreement, Borrower agrees to release and waive all claims Borrower might assert against the Lender and or its agents and arising from any act or omission to act on the part of the Lender, its agents, officers directors, attorneys, employees and any predecessor-in-interest to the Note and Security Instrument, and which Borrower contends caused the Borrower damage or injury or which the Borrower contends renders the Note or Security Instrument void, voidable, or unenforceable. This release extends to any claims arising from any foreclosure proceedings, if any, conducted prior to the date of this Agreement. Borrower has and claims no defenses, counterclaims or rights to offset of any kind against Lender or agent of Lender.
- 8: 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, or is otherwise missing upon the request of the Lender, Borrower(s) will comply with Lender's request to execute acknowledge, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost misplaced, misstated, inaccurate or otherwise missing document(s). 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.

CUBIAS

Dated

STATE OF _____

COUNTY OF _____

On _____ before me, _____

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 me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signatures (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.

Signature _____

Countrywide Home Loans Servicing LP

By: _____ Dated _____

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Home Retention Division
Keeping the dream alive!

August 20, 2008

CUBIAS
 Down St
 Riverside CA 92507 - 2375

RE: CHLP Loan# 126919
 Property Address: DOWN STREET
 RIVERSIDE, CA 92507

Dear CUBIAS :

We are pleased to advise you that your loan modification has been approved. In order for the modification to be valid, the enclosed documents need to be signed, notarized, and returned with the requested certified funds.

The following amounts will be added to your current principal balance, resulting in a modified principal balance of \$320,054.83 prior to your first payment date. The amount added to your loan is:

Interest:	\$18,145.10
Fees:	\$0.00
Escrow:	<u>\$14,500.48</u>
Total:	\$32,645.58

Your new modified monthly payment will be \$1,410.19, effective with your October 1, 2008 payment. This payment is subject to change if your escrow account is reanalyzed or if you have a step rate or adjustable rate loan type. A breakdown of your payment is as follows:

Interest:	\$866.82
Escrow Items:	\$543.37
Optional Insurance:	<u>\$0.00</u>
Total Payment:	\$1,410.19

The following amounts must be paid in CERTIFIED FUNDS in order for the modification to become effective:

Modification Fee:	\$0.00
Title and Recording Fees:	\$0.00
Delinquent Escrow:	\$1,999.30
Foreclosure Fees:	\$940.70
Bankruptcy Fees:	\$0.00
Field Inspection Fees:	\$30.00
Outstanding Late Charges:	\$0.00
NSF/Misc. Fees:	\$30.00
Delinquent Mortgage Payment(s):	\$0.00
Modified Mortgage Payment(s):	\$0.00
Partial Payment:	<u>\$0.00</u>
Total Amount Due:	\$3,000.00

This offer is contingent on the following:

We are able to obtain a lender's title insurance policy or endorsement, which insures the Modified Mortgage as a lien in accordance with our requirements. If you have any other encumbrances on the property, then you may be required to obtain agreements by which other secured creditors subordinate their interests to the Modified Mortgage.