



LOAN MODIFICATION AGREEMENT
LOAN NUMBER:

THIS LOAN MODIFICATION AGREEMENT made on October 08, 2009, by and between _____ and _____ (the "Borrower(s)") and America's Servicing Company _____.

W I T N E S S E T H

WHEREAS, Borrower has requested, and America's Servicing Company has agreed, subject to the following terms and conditions, to a modification of the note as follows:

NOW THEREFORE, in consideration of the covenants hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows (notwithstanding anything to the contrary contained in the Note and Mortgage):

1. BALANCE. As of October 08, 2009, the amount payable under the Note and Mortgage (the "Unpaid Principal Balance") is U.S. \$ 390,983.18.
2. EXTENSION. This agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:
 - A. The current due date has been extended from 09-01-09 to 12/01/2009.
 - B. The maturity date has been extended from 05-36 to 11/01/2039.
 - C. The amount of interest to be capitalized will be U.S. \$8,308.38. The modified unpaid principal balance is U.S. \$399,658.19.
 - D. 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 of U.S. \$ 399,658.19. The borrower promises to make monthly payments of principal and interest of U.S. \$ 1,908.03, at a fixed yearly rate of 4.000%, not including any escrow deposit, if applicable. If on the maturity date the borrower still owes amount under the Note and Security Instrument, as amended by this Agreement, borrower will pay these amount in full on the maturity date.
3. NOTE AND MORTGAGE. Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Mortgage. Further, except as otherwise specifically provided in this Agreement, the Note and Mortgage will remain unchanged, and borrower and America's Servicing Company will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

