

[REDACTED]  
This document was prepared by:

### LOAN MODIFICATION AGREEMENT (NOTE)

This Loan Modification Agreement ("Agreement") is effective May 1, 2009, between [REDACTED] ("Borrower") and [REDACTED], Inc., acting on behalf of the owner of the Note ("Lender"), and amends and supplements (1) the Note ("Note") made by the Borrower, dated February 16, 2007, in the original principal sum of \$268,000.00.

The Borrower has requested that the Lender modify the terms of the Note. The Lender has agreed to do so pursuant to the terms and conditions stated in this Agreement. In consideration of the amendments made in this Agreement, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree that the provisions set forth in the Note is modified as follows:

1. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and Security Instrument that secures repayment of the Note. The Borrower and the Lender acknowledge that a portion of such interest, costs and expenses, has been added to the indebtedness under the terms of the Note and Security Instrument. The Borrower and the Lender agree that effective May 1, 2009, the principal sum of the Note ("Unpaid Principal Balance") will be adjusted to \$133,818.85.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the unpaid principal balance has been paid. Interest will be charged on the Unpaid Principal Balance at the fixed annual rate of 6.750% until the Unpaid Principal Balance has been paid. The Borrower promises to make monthly payments of principal and interest of \$884.88 beginning on the 1st day of June 2009, and continuing thereafter on the same day of each succeeding month. In addition to the monthly payment of principal and interest, Borrower will, if requested, establish an escrow account and pay a monthly escrow payment in the initial amount of \$616.11. The Borrower's total monthly payment of principal, interest and escrow is equal to \$1,500.99, with Modification Maturity Date of August 1, 2037.
3. The Borrower has agreed to establish an escrow account, the amounts of which have been disclosed in Section 2 above. The Borrower acknowledges that these payments attributable to insurance and taxes are determined by the state taxing authorities and insurance companies and therefore, are subject to change from time to time. The Borrower will be notified of such changes.
4. Except as modified above, Borrower acknowledges that all other terms of the Note and 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 shall remain in full force and effect.

The Borrowers and the Lender have signed this Agreement as of the Effective Date.

BORROWER(S)  
[REDACTED]  
\_\_\_\_\_

DATE: [REDACTED], 2009

May 5, 2009

Re: Modification Approval  
Loan: [REDACTED]

Dear Mr. [REDACTED]

I am pleased to inform you that your loan has been approved for modification. Enclosed are two copies of the Modification Agreement. Please read the Agreement carefully and be certain you fully understand the new terms before signing. You must return the originals to us **as soon as possible**. Failure to remit the signed modification agreement will result in cancellation of the Modification.

Your loan will have a new principal balance of \$133,818.85 at a fixed interest rate of 6.750%. Your new monthly payment of \$1,500.99 is due on the 1st of each month beginning on June 1st, 2009. This payment **includes** \$616.11 of additional monthly charges for **taxes and insurance** as provided by the Modification Agreement. It is important that you make the modified payments on time and in the correct amount. It may take a month for our billing statements to reflect the modified mortgage terms.

If you have any concerns or questions regarding this matter, please feel free to contact me at [REDACTED]. Our business hours are Monday through Friday 8:00 am to 5:00 pm MST. We want you to be successful in the repayment of your mortgage.

Regards,

[REDACTED]  
[REDACTED]  
[REDACTED] Telephone  
[REDACTED] Fax  
E-mail: [REDACTED]