

Here is a summary of our Client's Bank of America loan modification...

General Background:

- **Monthly Payment reduced by \$724.97, a 24% reduction.**
- Became a Vokshori Law Group client on 06/18/10.
- Client was 5 months past due, owing \$13,389.01

Old Terms:

- Old interest rate: 6.050% (Fixed)
- Old payment: \$3,020.16 (Principle, Interest, Taxes, and Insurance)

New Terms:

- New interest rate: 3% for the first 2 years, caps at 4.75% at year 6 for the life of the loan
- New payment: \$2,295.19 (Principle, Interest, Taxes, and Insurance)

Savings and Improvements:

- Monthly savings: \$724.97/month for the first 2 yearsⁱ
\$576.47/month for years 3-4
\$471.20/month for year 5
\$373.24/month for year 6-26
- Loan lifetime savings: \$126,466.56ⁱⁱ
- Additional Notes: -In-House Step-Rate Modification
-Late fees were waived

ⁱ In determining monthly savings, we determine what the monthly payment would be if pre-modification arrearages were recapitalized over the same term at the old interest rate, but if the old interest rate was at an introductory rate, i.e. lower than today's market rate, we use the post-introductory interest rate, if that information was available, otherwise we use market rate plus 1%, this would then be amortized over the pre-modification term and compared against the post-modification payment due.

ⁱⁱ In determining the total amount saved, we would perform the same calculation required for monthly savings, but adjust annualized savings for step-rate modifications, in order to accurately assess the total monies saved over the life of the loan.

Bank of America



Attn Home Retention Division: CA6-919-01-43
400 Countrywide Way
Simi Valley, CA 93065

**You have been approved for a loan modification.
To accept the modification, sign and return the agreement by July 26, 2010.**

7/16/2010

[REDACTED]
WILLOW STREET
El Dorado, CA 95623

Loan #: [REDACTED]

Dear [REDACTED]

COPY

BAC Home Loans Servicing, LP, the Bank of America company that services your loan, has approved you for a loan modification program to help you achieve more affordable payments and possibly keep your home.

Enclosed is an agreement that provides the terms and conditions of this new loan modification offer. If you have questions about this offer, please call us at **1.800.669.6650** To accept this offer, please sign the attached agreement and return it in the enclosed FedEx envelope by July 26, 2010.

Important information about foreclosure proceedings

If a foreclosure proceeding or foreclosure sale of your home is currently pending and on hold, that hold will continue and remain in effect. However, if we do not hear back from you by July 26, 2010 the hold on foreclosure will be released and those proceedings will resume, except as provided elsewhere in this notice.

Important information about your loan modification offer

It is important that you continue to make your monthly mortgage payments. Should you choose to accept the terms and conditions of the enclosed home retention offer, please sign and return the agreement to us by July 26, 2010. After that, you will need to start making payments in the amount defined in the agreement.

We urge you to carefully review the attached agreement and terms and conditions and determine if this loan modification offer is right for you. If you have questions about the agreement, please call us **1.800.669.6650**.

Home Retention Division
BAC Home Loans Servicing, LP

Bank of America

BAC Home Loans Servicing, LP
Attn Home Retention Division: CA6-919-01-43
400 Countrywide Way
Simi Valley, CA 93065

July 16, 2010

██████████
 Willow St
 El Dorado CA 95623 - 4309

Loan# ██████████
 Property ██████████
 Address: ██████████ WILLOW STREET
 El Dorado, CA 95623

IMPORTANT MESSAGE ABOUT YOUR LOAN

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 \$413,379.02 prior to your first payment date. The amount added to your loan is:

Interest:	\$10,496.13
Fees:	\$0.00
Escrow:	<u>\$0.00</u>
Total:	\$10,496.13

Your new modified monthly payment will be \$2,295.19, effective with your September 1, 2010 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:

Principal and Interest	\$1,917.87
Escrow / Option ins:	\$377.32
Total Payment	\$2,295.19

WHAT YOU SHOULD DO

The following amount 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:	\$0.00
Foreclosure Fees:	\$0.00
Bankruptcy Fees:	\$0.00
Field Inspection Fees:	\$90.00 - ?
Outstanding Late Charges:	\$640.45
NSF/Misc. Fees:	\$0.00
Delinquent Mortgage Payment(s):	\$3,665.64
Modified Mortgage Payment(s):	\$0.00
Partial Payment:	(\$1,896.09)
Total Amount Due:	\$2,500.00

This offer is contingent on the following:

- Copy of your most recent supporting income receipts (pay stubs). If you are self-employed, please include the last 2 quarters of your Profit and Loss Statements (PL Statements). If you have recently secured new employment, please include a letter from your employer verifying net and gross income. Please do not send originals.
- A lender's title insurance policy or endorsement, which insures the Modified Mortgage as a valid 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 interest to the Modified Mortgage.

This offer is contingent upon BAC Home Loans Servicing, LP receiving relief from the Automatic Stay for any bankruptcy in which the property referred to in the Loan Modification Agreement is included at the time of the modification.

If any issues arise between the date of this commitment and the date on which all of the terms and conditions of this letter are finalized, including, but not limited to, deterioration in the condition of the property, lawsuits, liens, additional expenses and defaulted amount, then we may terminate this offer and pursue all collection action, including foreclosure.

Bank of America

This letter does not stop, waive or postpone the collection actions, or credit reporting actions we have taken or contemplate taking against you and the property. In the event that you do not or cannot fulfill ALL of the terms and conditions of this letter no later than July 26, 2010, we will continue our collections actions without giving you additional notices or response periods.

The following documents have been enclosed:

Modification Agreement

Must be signed in the presence of a Notary. The notary acknowledgment must be in recordable form. All parties who own an interest in the property must sign the modification agreement as their name appears.

California All Purpose Acknowledgment

This document will only be used if the loan modification agreement is being executed in the state of California. It will be utilized by a notary of the state of California in place of the notary section contained in the Loan Modification Agreement.

The following documents may have been included if applicable to your loan:

PayOption Loan Disclosure

All parties who own an interest in the property must sign the PayOption Loan Disclosure as their name appears.

Bankruptcy Disclosure

All parties who own an interest in the property must sign the Bankruptcy Disclosure as their name appears.

Please return all of the enclosed documents to us in the enclosed pre-paid FED EX envelope no later than July 26, 2010 together with a certified check or money order (with loan number on the check) in the amount of \$2,500.00 to the following address:

BAC Home Loans Servicing, LP
Bank of America
PO Box 515503
Los Angeles, CA 90051-6803

THANK YOU FOR YOUR BUSINESS

HOPE Department

Loan #: [REDACTED]

-----FOR INTERNAL USE ONLY-----

**LOAN MODIFICATION AGREEMENT
(Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 16th day of July 2010, between [REDACTED] and BAC Home Loans Servicing, LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 15th day of May 2008 and in the amount of \$425,000.00 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 [REDACTED] WILLOW STREET, El Dorado, CA 95623.

SAME AS IN SAID SECURITY INSTRUMENT

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 the 1st day of September 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$413,379.02 consisting of the amount(s) loaned to the Borrower by the Lender which may include, are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date.
- 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 (See Attached Addendum) from the 1st day of August 2010. The Borrower promises to make monthly payments of principal and interest of U.S. (See Attached Addendum) beginning on the 1st day of September 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of June 2036 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
- 3 The Borrower will make such payments at PO Box 515503, Los Angeles, CA 90051-6803 or at such other place as the Lender may require.
- 4 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.
- 5 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 as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. 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

[REDACTED] _____ Dated _____

STATE OF _____

COUNTY OF _____

On _____ Before _____

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 to 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

BAC Home Loans Servicing, LP

By:

Dated:

STATE OF _____

COUNTY OF _____

On _____ Before _____

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 to 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



Date: July 16, 2010
RE: BA2 Loan# [REDACTED]
Mortgagor: [REDACTED]
Property Address: [REDACTED] WILLOW STREET
El Dorado, CA 95623

Please Return to:

Attn Home Retention Division: CA6-919-01-43
400 Countrywide Way
Simi Valley, CA 93065

**STEP RATE LOAN MODIFICATION ADDENDUM
TO LOAN MODIFICATION AGREEMENT**

The Step Rate Loan Modification Agreement Addendum (the "Addendum") is made this 16th day of July 2010, and is incorporated into and shall be deemed a part of that certain Loan Modification Agreement of even date herewith (the "Agreement") between [REDACTED] and BAC Home Loans Servicing, LP ("Lender"), which agreement amends and supplements that certain Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument").

**THIS ADDENDUM CONTAINS PROVISIONS PROVIDING FOR SCHEDULED
INCREASES IN THE INTEREST RATE AND MONTHLY PAYMENT**

In consideration of the mutual promises and agreements exchanged and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Agreement, Security Instrument or the promissory note (the "Note"), except as specifically provided for herein):

1. Interest Rate and Monthly Payment Increases.

Notwithstanding anything to the contrary contained in the Note or referenced in the Agreement, the monthly principal and interest payment shall be calculated as follows:

The interest rate used to determine the monthly Principal and Interest payment shall change on the 1st day of August 2010 and on that day of every twelfth month thereafter (each such date, a "Change Date"), with the last such change date occurring on the 1st day of August 2016.

- a) The First Change Date shall occur on the 1st day of August 2010 at which time the interest rate shall be 3.000%. The monthly Principal and Interest shall be \$1,917.87 and shall be due and payable on 1st day of September 2010 and continuing thereafter on the same day of each succeeding month until 1st day of August 2012.
- b) The Second Change Date shall occur on the 1st day of August 2012 at which time the interest rate shall be 3.720%. The monthly Principal and Interest shall be \$2,066.37 and shall be due and payable on 1st day of September 2012 and continuing thereafter on the same day of each succeeding month until 1st day of August 2014.
- c) The Third Change Date shall occur on the 1st day of August 2014 at which time the interest rate shall be 4.250%. The monthly Principal and Interest shall be \$2,171.54 and shall be due and payable on 1st day of September 2014 and continuing thereafter on the same day of each succeeding month until 1st day of August 2015.
- d) The Fourth Change Date shall occur on the 1st day of August 2015 at which time the interest rate shall be 4.750%. The monthly Principal and Interest shall be \$2,269.50 and shall be due and payable on 1st day of September 2015 and continuing thereafter on the same day of each succeeding month until 1st day of August 2016.

Thereafter, monthly principal and interest payment shall remain the same until such time as the principal and interest due under the Note are paid in full. If on 1st day of June 2036 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by the Agreement and this Addendum, the Borrower shall pay these amounts in full on the Maturity Date.

BAC Home Loans Servicing, LP

By _____

Date _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(Here insert name and title of the officer)

personally appeared _____

who 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 to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document