

MONTHLY HOME LOAN STATEMENT

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To Contact Customer Service

1-800-669-6607

www.bankofamerica.com/cwcustomers
To apply for a purchase
refinance or home equity loan:

1-800-915-8238

Get a complimentary home loan checkup to discuss a possible refinancing opportunity.

At Bank of America Home LoansSM, we're committed to providing you with new opportunities that fit your home financing needs today, and your plans for tomorrow. To better understand those needs, we'd like to offer you a complimentary home loan checkup, and discuss a possible refinancing opportunity that may help you:

- ✎ Lower your interest rate and monthly mortgage payment.¹
- ✎ Consolidate multiple, higher-interest-rate debts into one monthly mortgage payment with a low interest rate.²
- ✎ Make necessary home improvements.

Call our dedicated toll free number, 1-800-683-0665, today.

1. Refinancing may increase the total number of monthly payments and/or the total amount paid when compared to your current situation. 2. The relative benefits of a loan for debt consolidation depend on your individual circumstances and your actual debt payments. You will realize interest payment savings when you make monthly payments towards the new, lower interest rate loan in an amount equal to or greater than what you previously paid towards the higher rate debt(s) being consolidated. Credit and collateral subject to approval. Certain restrictions may apply. Not a commitment to lend. Programs, rates, terms and conditions are subject to change without notice. 052009 M20878 AR7710

HOME LOAN
SUMMARY

Home loan overview as of 05/11/2009

Principal balance	\$341,316.21
Escrow balance	\$574.14
Late Charge if payment received after 06/16/2009	\$65.26
<i>Date</i>	<i>Payments received</i>
05/11/2009	\$2,499.51

Amount due on 06/01/2009 as of 05/11/2009

Home loan payment due 06/01/2009	\$2,499.51
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(see next page for account details)

DID YOU KNOW?

Want more flexibility? BAC Home Loans Servicing, LP online payment service, MortgagePay on the Web, allows you to make your payments around the clock. Visit www.bankofamerica.com/cwcustomers and check out the demo to see just how easy it is.

Payments By Phone. If you pay by phone, there is a \$15 fee prior to the late payment date, or if more than one payment is made. For a single late payment, a \$9 fee is charged after the late payment date.

Section 2a: Home Affordable Modification Agreement
(Servicer Copy 1)



Investor Loan # _____

After Recording Return To:
BAC Home Loans Servicing, LP
Home Retention Division
4500 Amon Carter Blvd.
Fort Worth, TX 76155

This document was prepared by BAC Home Loans Servicing, LP

[Space Above This Line For Recording Data]

**HOME AFFORDABLE MODIFICATION AGREEMENT
(Step Two of Two-Step Documentation Process)**

Borrower ("I")¹: _____

Lender ("Lender"): BAC Home Loans Servicing, LP

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): September 18, 2005

Loan Number: _____

Property Address ("Property"): _____

MERS: _____

MERS is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS.

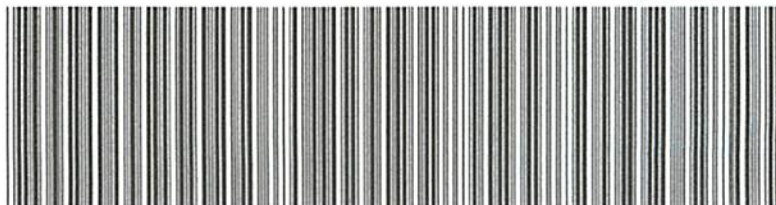
If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage or Deed of Trust on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



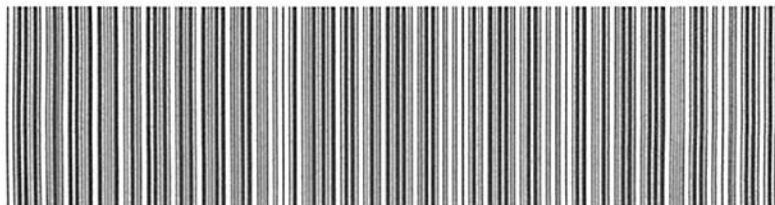
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for **all** income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so and
- G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- B. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on the 1st day of April, 2010 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition of this modification under a workout plan or trial period plan, this modification will not take effect. The first modified payment will be due on 1st day of April, 2010.

- A. The new Maturity Date will be: March 1, 2050.
- B. The modified Principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Note will be \$351,550.70 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.



C. \$153,822.40 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$197,728.30. Interest at the rate of 2.000% will begin to accrue on the Interest Bearing Principal Balance as of March 1, 2010 and the first new monthly payment on the Interest Bearing Principal Balance will be due on April 1, 2010. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Prin & Int Payment Amount	Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-5	2.000	March 01, 2010	\$598.77	\$563.48 May adjust periodically	\$1,162.25 May adjust periodically	April 01, 2010	60
6	3.000	March 01, 2015	\$695.63	May adjust periodically	May adjust periodically	April 01, 2015	12
7	4.000	March 01, 2016	\$797.87	May adjust periodically	May adjust periodically	April 01, 2016	12
8-40	4.875	March 01, 2017	\$890.97	May adjust periodically	May adjust periodically	April 01, 2017	396

* The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting any unpaid interest to be added to the outstanding principal balance.

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THE LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.

E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

F. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under

