

LOAN MODIFICATION

Case ~~8:17-cv-0078-AS~~ Doc 29-1 Filed 11/08/17 Entered 11/09/17 10:04:09

PRINCIPAL REDUCTION

In consideration of the foregoing Recitals and the terms, conditions, representations and warranties, and mutual covenants and agreements herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Servicer (collectively, the "Parties"), mutually agree as follows:

1. Conditions to Effectiveness of Agreement.

- a. This Agreement will only be effective after Borrower signs and returns a signed original of this Agreement to Servicer on or before July 15, 2017.
- b. Lender will not be obligated or bound to make any modification of the Loan Documents if the Borrower fails to meet any one of the requirements under this Agreement.

2. Agreements

Initial Forbearance Period: The effective date of this Agreement is July 1, 2017 (the "Effective Date"). Borrower agrees to make installments in the below-referenced amount from the Effective Date until July 1, 2022 ("Initial Forbearance Period"). At the end of the Initial Forbearance Period, and beginning at Year 6, the interest rate and corresponding monthly principal and interest installment will increase in accordance with the table below until Year 2024, when your interest rate will remain fixed until the Maturity Date.

Term Extension: The term of the Note has been extended and the new maturity date of the Loan will be July 1, 2057.

Combined Principal Balance: On the Effective Date, the Combined Principal Balance payable under the note is \$382,010.49 (the "Combined Principal Balance"). This amount consists of unpaid and deferred interest, previously deferred amounts, fees, charges, escrow advances, and other costs, but excluding unpaid late charges, less any amounts paid to Servicer but not previously credited to my loan. I understand that by agreeing to add these amounts to the outstanding principal balance, the added amounts accrue interest based on the interest rate in effect under this Agreement unless those amounts are either deferred as non-interest bearing or forgiven as specified in this Agreement.

Debt Forgiveness: \$95,510.49 of the Combined Principal Balance is hereby permanently forgiven.

Deferred Amounts: The below amounts have been deferred until the time of full satisfaction of the amounts required to discharge the lien, sale of the Property, or the Maturity Date. This means that if the Borrower makes all the installments required by this Agreement, the Deferred Amount will still be outstanding:

Deferred Principal: \$0.00

Deferred Amounts Other Than Principal: \$116,735.83

Deferred Amounts do not accrue interest.

Interest Bearing Principal Balance: The Combined Principal Balance minus the Deferred Amounts and Debt Forgiveness amount shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$166,764.17.

Forbearance Period Monthly Installment Amount: You promise to make monthly installments in an amount set forth in the table below beginning on the First Forbearance Installment Date and ending on the Maturity