

THE FRESH START FIRM, LLC
 3240 E UNION HILLS DRIVE, STE 137
 PHOENIX, ARIZONA 85050

Bank of America Home Loans

Notice Date: 03/06/2013

CONFIDENTIAL CONFIDENTIAL

**Loan Modification
 CLARITY COMMITMENT®**

Thank you for making your trial period payments. This Clarity Commitment® is intended to be a clear and simple summary of the final loan modification that we are pleased to offer you under the U.S. Department of Justice and State Attorneys General national mortgage settlement. The loan modification will help put you in a better position to meet your loan obligation. When you sign and return the enclosed loan modification agreement you are agreeing to a new and permanent loan modification. Please thoroughly review all of the enclosed documents to ensure that you understand the details of your loan modification agreement.

Summary of Your Modified Loan

Your New Principal Balance is calculated as follows:

Current Principal Balance	\$170,930.89	This is the unpaid principal balance before we modify your outstanding principal balance.
Past Due Fees (+)	\$7,002.45	This amount represents fees, charges, and other costs. Late fees are not included and will be waived when your loan modification is finalized.
Escrow Advances (+)	\$22,167.77	Advances we have made on your behalf for payment of taxes & insurance.
Past Due Interest (+)	\$45,147.74	Unpaid and deferred interest.
Unapplied Funds (-)	\$352.67	Amounts previously paid but not credited to the loan. This amount is typically any portion of a trial payment that has been paid but not yet applied to the loan.
Combined Principal Balance (=)	\$244,896.18	Total amount owed before we modify your loan.
Principal Reduction (-)	\$89,896.18	We have forgiven this amount which means it will be completely removed from your loan balance. Please consult a tax advisor to determine how this forgiveness impacts your situation as we will report this amount to the Internal Revenue Service.
New Principal Balance (=)	\$155,000.00	This is the new principal balance on your modified loan.

The current interest rate of 7.700% will stay in effect for the life of your modified loan.

Your final payment date, which is your existing maturity date, is 02/01/2037.

Your New Mortgage Payments

Your new total modified monthly mortgage payments of \$1,697.49 are made up of principal and interest of \$1,183.33 and an initial escrow amount of \$514.16. Escrow payments are collected for payment of items such as property taxes and insurance and may change. We will notify you of any adjustments to the total monthly payment.

If you have questions regarding the modification agreement or the steps you must take to complete this process, please call me at 1.800.669.6650.



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Months	Interest Rate	Type of Payment	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On
287	7.700%	Principal and Interest	\$1,183.33	\$514.16 May adjust periodically	\$1,697.49 May adjust periodically	04/01/2013

* If escrow payments are collected by Lender, Lender may adjust such payments periodically in accordance with applicable law. Therefore, my total monthly payment may change accordingly.

The terms in this Section 3.D. supersede any provisions to the contrary in the Loan Documents, and previous loan modifications including (but not limited to) provisions for an adjustable or interest-only rate.

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

4. **Additional Agreements.** Lender and I agree to the following:

- A. All persons, or their authorized representative(s), who signed the Loan Documents have signed this Agreement, unless (1) a borrower or co-borrower is deceased; (2) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, meaning that the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (3) Lender has waived this requirement in writing. This Agreement may be executed in separate counterparts, each of which shall be deemed an original.
- B. This Agreement supersedes the terms of any modification, forbearance, trial period plan, or loan workout plan that I previously entered into with Lender.
- C. I will comply, except to the extent that they are modified by this Agreement, with all

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