

WHEN RECORDED MAIL TO:

Litton Loan Servicing LP  
4828 Loop Central Drive  
Houston, TX 77081-2226

Loan No. 18420109

For recording purposes only:  
Tax Parcel #: 28253280140000  
Date Executed: 12/28/2005  
County Number: 0601235427  
Min: 100175200002876327

**MODIFICATION AGREEMENT**

THIS MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of March 1, 2009, between BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF MAY 1, 2006, GSAMP TRUST 2006-HE3 c/o Litton Loan Servicing LP whose address is 4828 Loop Central Drive, Houston, TX 77081-2226 ("BANK OF AMERICA") and PATRICK STANTON, AN UNMARRIED MAN whose address is 17418 Holmes Avenue, Hazel Crest, IL 604291713 (the "Borrower" or "you") The Agreement is as follows:

**RECITALS**

- A. On or about December 28, 2005, the predecessor of BANK OF AMERICA loaned you one hundred thirty-six thousand and no/100 dollars (\$136,000.00) (the "Loan"), which Loan was evidenced by a note dated December 28, 2005 payable to the order of MILA, INC., DBA MORTGAGE INVESTMENT LENDING ASSOCIATES, INC. (the "Original Note").
- B. The Original Note is secured by a Deed of Trust, Mortgage, or Deed to Secure Debt dated December 28, 2005 and recorded in the official records of Cook County, Illinois (the "Original Mortgage").
- C. The Legal Description of the real property encumbered by the Original Mortgage is:
- LOTS 551 AND 552 IN ELMORE'S POTTOWATOMIE HILLS A SUBDIVISION OF THE SOUTH 60 ACRES OF THE WEST 1/2 ORF THE SOUTHWEST 1/4 ALSO THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- (the "Property") The Property is commonly known as 17418 Holmes Avenue, Hazel Crest, IL 604291713.
- D. BANK OF AMERICA is now the owner of the Original Note and Original Mortgage.
- E. The Original Mortgage grants a security interest in the Property owned by you and described in the Original Mortgage and allows BANK OF AMERICA to enforce remedies, including foreclosure of the Property, upon occurrence of a default, including your failure to make payments as agreed under the Original Note.
- F. The Original Note, the Original Mortgage, and any other documents executed simultaneously therewith concerning the Loan are called the "Loan Documents" in this agreement. You agree that the Loan Documents are the only agreements and documents now in effect with respect to the Loan. Any other understandings, agreements or arrangements, which may have existed pertaining to the Loan, are now terminated.
- G. You have requested that BANK OF AMERICA refrain from exercising the rights and remedies granted to BANK OF AMERICA by the Loan Documents and, instead, agree to modify the terms of your obligations under the Loan Documents pursuant to the terms and conditions set forth in this Agreement.

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- H. Pursuant to your request to modify your obligations under the Loan Documents, and in consideration of the promises, conditions, and terms set forth below, BANK OF AMERICA has agreed to adjust the interest rate of the Original Note, the repayment terms of the Original Note, and the total amount due with respect to the Original Note. BANK OF AMERICA has also agreed to reinstate the Loan as current and not in default as of the Effective Date, as defined below.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which you agree to be true and correct and a part of this Agreement, you and BANK OF AMERICA agree as follows:

1. **Validity of the Loan Documents:** Except as expressly modified by this Agreement, the terms and conditions of the Loan Documents remain in full force and effect and the Original Mortgage shall continue to secure the Original Note as modified by this Agreement.
2. **The Effective Date:** This Agreement will be effective on **March 1, 2009**.
3. **Modification of Your Obligations:** Your obligations under the Fixed Loan Documents are modified as follows:
  - a. **New Principal Balance:** The new principal balance you now owe with respect to the Loan is one hundred forty-seven thousand five hundred eighty-five and 70/100 dollars (\$147,585.70) (the "New Principal Balance"). The New Principal Balance is the outstanding principal balance of your Loan including advances made to protect BANK OF AMERICA's secure interest in the Property. You promise to pay BANK OF AMERICA, or order, the New Principal Balance plus interest at the Interest Rate specified in accordance with the terms of the Loan Documents as modified by this Agreement.
  - b. **Interest Rate:** Interest will accrue on the unpaid amounts of the New Principal Balance from the Effective Date of this Agreement until paid in full at an annual rate equal to 4.700%.
  - c. **Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the annual interest rate (which will change if applicable) and pay monthly payments of principal and interest in U.S. dollars (P&I) in accordance with the following schedule:**

INTEREST CHANGE DATE	INTEREST RATE	FIRST PAYMENT DUE DATE	MONTHLY P&I PAYMENT
3/1/2009	4.700%	4/1/2009	\$806.14
  - d. If your New Monthly Payment does not include an amount for a real property tax and insurance escrow, BANK OF AMERICA is not requiring you to maintain a real property tax and insurance escrow at this time, but may, subject to applicable law, require you to maintain an escrow for the payment of those amounts in the future. If no real estate tax and insurance escrow payment is specified, you must pay the real estate taxes and hazard insurance premiums for the Property when they are due.

If your New Monthly Payment includes an amount for a real property tax and insurance escrow, any change in the amount of the real property taxes and hazard insurance premiums for the Property may result in a change in the amount of your monthly real property tax and insurance escrow payment, and the amount of your monthly payment. See paragraph 5 "Escrow Account" below, regarding the Escrow Account.

- e. **Payment Term:** Your first New Monthly Payment will be due on **April 1, 2009**, with all of your subsequent Monthly Payments due on the 1st day of each month following this date and continuing for three hundred twenty-three (323) months until February 1, 2036 (the "New Maturity Date"), when the entire remaining balance of your

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loan, including principal, interest, charges, advances, and other fees and costs related to the Loan which BANK OF AMERICA has not yet been paid, will be due and payable in full

- f. **Late Charges:** If any monthly payment is not paid when due, you may be charged a late fee to the Lender in accordance with the provisions of the Original Note.

4. **Right to Prepay:** Your right to prepay the unpaid balance of your Loan is governed by the terms contained in the original Loan Documents.
5. **Escrow Account:** Subject to applicable law, BANK OF AMERICA may require you to maintain an escrow account (the "Escrow Account") If BANK OF AMERICA requires you to maintain an escrow account, you shall pay to BANK OF AMERICA on the day monthly payments are due a sum for the payment of yearly real property taxes and assessments; yearly hazard, property or flood insurance premiums; and other costs necessary to preserve BANK OF AMERICA's security interest in the Property ("Escrow Costs") The amount of your monthly payment to the Escrow Account will equal 1/12 of BANK OF AMERICA's estimate of the annual Escrow Costs and may change from time to time as Escrow Costs change.

In accordance with federal law (RESPA), BANK OF AMERICA may hold a reserve in an amount not to exceed 1/6th of the total annual projected Escrow Costs, unless the mortgage documents or state law specifies a lower amount. Annually, it will be BANK OF AMERICA's responsibility to analyze the Escrow Account. If the amounts held by BANK OF AMERICA to pay the Escrow Costs exceed the amount's permitted to be held by applicable law, BANK OF AMERICA shall account to you for the excess Funds in accordance with the requirements of applicable law. If the amounts held by BANK OF AMERICA to pay the Escrow Costs are not sufficient to pay the Escrow Costs when due, BANK OF AMERICA may notify you in writing, and, in such case, you shall pay to BANK OF AMERICA the amount necessary to make up the deficiency. You shall make up the deficiency in no more than twelve monthly payments.

6. **Insurance Requirements:** The insurance carrier providing the insurance shall be chosen by you subject to BANK OF AMERICA's approval which shall not be unreasonably withheld. All insurance policies and renewals shall reference BANK OF AMERICA's loan number and include a standard mortgagee clause for the benefit of:

BANK OF AMERICA  
c/o Litton Loan Servicing LP  
4828 Loop Central Drive  
Houston, TX 77081-2226

7. **Completion of this Agreement:** If you fully comply with all of the terms and provisions of this Agreement and the terms and provisions of the Loan Documents and pay the New Principal Balance in full with accrued interest on or before the New Maturity Date, BANK OF AMERICA will discharge your obligations under the Loan Documents and this Agreement. Moreover, for as long as you fully comply with the terms and provisions of the Loan Documents and this Agreement, BANK OF AMERICA will, until the New Maturity Date, reinstate your Loan as current and shall not exercise any of its collection rights or remedies against you which are permitted under the Loan Documents, this Agreement, or at law or in equity.
8. **Additional Events of Default:** Without limiting the other events of default set forth in the Loan Documents, you will be in default under this Agreement and under the Loan Documents upon the occurrence of any one or more of these events:
- If any bankruptcy or insolvency proceeding is filed by or against you.
  - Any representation or warranty made by you in the Loan Documents, this Agreement, or any document provided by you or on your behalf in connection with this Agreement proves to be false or misleading in any respect.
  - You fail to make the New Monthly Payments as required by this Agreement.

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- d. You fail to pay any amount to the Escrow Account for the payment of Escrow Costs when requested by BANK OF AMERICA
- e. You sell or convey any interest in the Property without BANK OF AMERICA's prior written consent.
- f. Any breach of any of the terms or provisions of the Loan Documents or this Agreement.
9. **Consequences of Your Default:** If you default under this Agreement or the Loan Documents after the Effective Date (your "Default"), BANK OF AMERICA may, in addition to the remedies provided by the Loan Documents, terminate this Agreement and, subject only to applicable law, institute or resume any foreclosure or collection proceedings without prejudice for having accepted any payments, including but not limited to the New Monthly Payments, under this Agreement and exercise any of its rights and remedies against you under the Loan Documents and/or this Agreement. Upon your Default, BANK OF AMERICA may, at its option, accelerate and declare the entire unpaid balance of the Loan including principal, accrued interest, any other costs or advances, and all other amounts owed under the Loan Documents and this Agreement immediately due and payable in full, and may elect to account for and apply all payments, including but not limited to the New Monthly Payments made from and after the Effective Date until the time of your Default pursuant to the terms of the Original Note.
10. **Your Representations and Warranties:** As a material condition to BANK OF AMERICA willingness to enter into this Agreement, you represent and warrant the following facts:
- a. That you are indebted to BANK OF AMERICA pursuant to the terms of the Loan Documents and this Agreement, that your New Principal Balance is accurately set forth in this Agreement, and that you have no claims, actions, causes of action, statute of limitations or other defenses, counterclaims, or setoffs of any kind which you can assert against BANK OF AMERICA in connection with the making, closing, administration, collection, or enforcement by BANK OF AMERICA of the Loan Documents, this Agreement, or any related agreement.
  - b. You represent and warrant that you have no intention to file or agree to any bankruptcy proceeding at any time after the Effective Date and that you believe the terms of this Agreement are sufficient to allow you to comply with your obligations under the Loan Documents and this Agreement.
  - c. You represent and warrant that all statements you have made to BANK OF AMERICA, whether written or oral, including but not limited to all financial information and releases you have provided to BANK OF AMERICA regarding you or the Property, remain valid and were true as of the date made and as of the Effective Date.
  - d. That you understand that this Agreement is legally binding and that it affects your rights. You have obtained, or have had the opportunity to obtain, independent legal counsel concerning the meaning and importance of this Agreement. You further represent and warrant that you are signing this Agreement voluntarily and with full understanding of its contents and meaning.
11. **YOUR RELEASE OF BANK OF AMERICA: IN THE EVENT THAT YOU HAVE ANY CLAIMS, ACTIONS OR CAUSES OF ACTION, STATUTE OF LIMITATIONS OR OTHER DEFENSES, COUNTERCLAIMS OR SETOFFS OF ANY KIND WHICH YOU NOW OR HEREAFTER MAY ASSERT AGAINST BANK OF AMERICA IN CONNECTION WITH THE MAKING, CLOSING, ADMINISTRATION, COLLECTION OR THE ENFORCEMENT BY BANK OF AMERICA OF THE LOAN DOCUMENTS, THIS AGREEMENT OR ANY OTHER RELATED AGREEMENTS, THEN BY EXECUTING THIS AGREEMENT YOU FOREVER IRREVOCABLY WAIVE AND RELINQUISH THEM. THE TERM "BANK OF AMERICA" SHALL INCLUDE FOR THE PURPOSES OF THIS AGREEMENT, BUT SHALL NOT BE LIMITED TO, BANK OF AMERICA'S PRESENT AND FORMER OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS AND ALL PRIOR AND SUBSEQUENT PARTIES IN INTEREST, INCLUDING BUT NOT LIMITED TO BANK OF AMERICA'S PREDECESSOR IN INTEREST.**

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12. **Final Agreement:** This Agreement may not be supplemented, changed, waived, discharged, eliminated, modified or omitted except by written document executed by both you and BANK OF AMERICA. The Loan Documents and this Agreement constitutes the entire agreement between you and BANK OF AMERICA, supersedes all previous negotiations and discussions between you, BANK OF AMERICA and/or BANK OF AMERICA's predecessors in interest, and neither parole evidence nor any prior or other agreement shall be permitted to contradict or vary its terms. There are no promises, terms, conditions, or obligations other than those contained in the Loan Documents and this Agreement.
13. **No Waiver:** By executing this Agreement, BANK OF AMERICA is not waiving and shall not be deemed to have waived any of your defaults under the Loan Documents or any of BANK OF AMERICA's rights or remedies against you. Moreover, any waiver by BANK OF AMERICA of any breach or any provision of this Agreement or the Loan Documents or any related agreement or its failure to exercise any right or remedy under this Agreement, the Loan Documents or any related agreement shall not be deemed a continuing waiver or a waiver of any other or subsequent breach, whether of the same or any other provision, and shall not in any way impair any of BANK OF AMERICA's rights or remedies.
14. **No Novation:** You expressly agree that this Agreement is not a new loan from BANK OF AMERICA but simply the modification of your existing obligations under the Loan Documents. Neither you nor BANK OF AMERICA has any intention to extinguish or discharge the indebtedness or the liens evidenced by the Loan Documents.
15. **Choice of Law and Severability:** This Agreement shall be governed by and construed under the laws of the State where the Property is located. If any portion, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with such law, the validity of the remaining portions, terms or provision of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not conflict with such law and/or did not contain the portion, term or provision held to be invalid.
16. **Successors:** This Agreement shall bind the parties' respective successors, assigns, heirs and personal representatives. This Agreement shall not be understood to limit in any way the right of BANK OF AMERICA to sell, or otherwise convey, any interest in the Loan and the Loan Documents to another, provided that such subsequent party in interest is also bound as BANK OF AMERICA to the terms of this Agreement.
17. **References:** All references to the singular shall include the plural and all references to one gender herein shall include both genders.
18. **Executed in Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
19. **Payment Instructions:** All payments, unless you are notified by BANK OF AMERICA in writing of a different address, shall be made to BANK OF AMERICA at the following address:

Litton Loan Servicing LP  
4828 Loop Central Drive  
Houston, TX 77081-2226

20. **Notices:** All notices should be sent to:

If to BANK OF AMERICA:

BANK OF AMERICA  
c/o Litton Loan Servicing LP  
4828 Loop Central Drive  
Houston, TX 77081-2226

If to Borrower:

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Patrick Stanton  
17418 Holmes Ave  
Hazel Crest, IL 604291713

- 21 Time of the Essence: Time, and BANK OF AMERICA's unimpaired security interest in the Property, shall be of the essence as to your obligations under this Agreement

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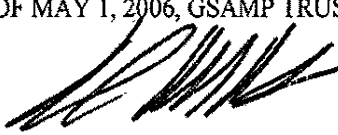
Property of Cook County Clerk's Office

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## LENDER ACKNOWLEDGEMENT

WITNESS the following signatures and seals as of the day first written above.

BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR  
BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS  
TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT  
DATED AS OF MAY 1, 2006, GSAMP TRUST 2006-HE3

By: 

Name: Yolanda M. Martinez  
Asst. V-President

Title: \_\_\_\_\_

STATE OF Texas §

§

COUNTY OF Harris §

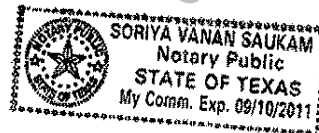
JUN 16 2009

On \_\_\_\_\_, before me, Soriya Vanan Saukam, a Notary Public in and for said County

and State, personally appeared Yolanda M. Martinez, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name(s) is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

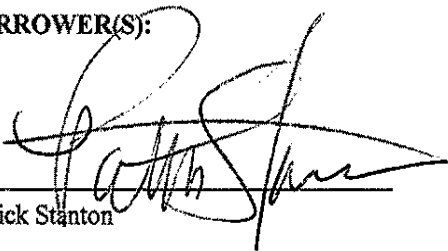
Soriya Vanan Saukam  
Notary Public



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## BORROWER ACKNOWLEDGEMENT

BORROWER(S):



Patrick Stanton

STATE OF Illinois §

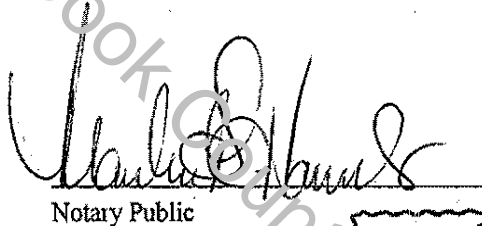
§

COUNTY OF Cook §

On March 17<sup>th</sup> 2009, before me, Patrick B. Stanton, a Notary Public in and for said County and

State, personally appeared Patrick Stanton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal



Notary Public



Property of Cook County Clerk's Office