



After Recording Return To:
Rushmore Loan Management Services LLC
15100 Canyon Road
Irvine, California 92618

This Document Prepared By:
Rushmore Loan Management Services LLC
Irvine, California 92618

Parcel ID Number: [REDACTED]

[Space Above This Line For Recording Data]
Original Loan Amount: \$302,557.16

Loan No: [REDACTED]

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **10th** day of **January, 2018**, between [REDACTED] ("Borrower") and Owner, by and through **Rushmore Loan Management Services LLC**, as current servicer and agent, whose address is [REDACTED] Road, **Irvine, California 92618** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **November 01, 2005** and recorded in Book/Liber **19497**, Page **0299**, Instrument No: [REDACTED] of the Official Records of **PALM BEACH County, FL** 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 the "Property", located at [REDACTED]

(Property Address)

the real property described being set forth as follows:

**[REDACTED] OF BAY WINDS P.U.D., ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT [REDACTED], PAGE [REDACTED] OF THE PUBLIC RECORDS OF PALM BEACH COUNTY,
FLORIDA**

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 **January 10, 2018**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$358,476.68**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$36,298.68** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower 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 **\$322,178.00**. Interest will be charged on the Interest Bearing



Principal Balance at the yearly rate of **5.875%**, from **January 7, 2018**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,990.33**, beginning on the **7th** day of **February, 2018**, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of **5.875%** will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be **November 7, 2044**.

3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
4. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

5. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
6. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and

