

PLEASE COMPLETE THIS INFORMATION)

Recording requested by:)

When recorded return to:)

CalHFA #: _____)

Lender Loan #: _____)

) THIS SPACE FOR RECORDER'S USE ONLY

MODIFICATION OF PERMANENT DEED OF TRUST

This Modification of Permanent Deed of Trust (“Agreement”) dated as of _____, 2_____, is entered into by and between _____

_____, (“Borrower”), and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (“MERS”) (solely as nominee for Lender and Lender’s successors and assigns) and the successors and assigns of MERS (collectively “Beneficiary”). “Lender” is _____ and includes the present Lender, or any future owner or holder, including pledgee of the indebtedness secured by the Promissory Note (defined below).

A. On _____, 2_____, Borrower, as Trustor, did make, execute and deliver to _____, as Trustee, that certain Deed of Trust recorded _____, 2_____, as Instrument No. _____ of Official Records in the office of the county recorder of _____ County, State of California (“Deed of Trust”), securing a promissory note dated _____, _____ in the amount of \$ _____, (“Promissory Note”) in favor of Beneficiary; and

B. Said Deed of Trust contained one of the following clerical omissions/errors contrary to the true intent of the parties of said Deed of Trust: (check one or more of the following)

- Dates of Deed of Trust do NOT conform to dates on Promissory Note
- Legal description of property omitted
- Subordination Clause omitted
- Tax Exempt Financing Rider was improperly attached
- Deed of Trust included name of borrower(s) not on the Promissory Note
- Deeds of Trust recorded out of proper sequence
- Other _____; and

C. The parties hereto desire to modify said Deed of Trust to conform to the true intent of the parties;

NOW THEREFORE, in consideration of the foregoing, the parties hereto do hereby modify said Deed of Trust as follows:

IT IS FURTHER AGREED, by and between the parties hereto, that in all other respects not inconsistent herewith, the terms of said Deed of Trust which are incorporated herein by referenced thereto shall remain in full force and effect and be binding hereon. Said Deed of Trust as herein modified shall constitute one Deed of Trust. This agreement shall inure to the benefit of and be binding upon the heirs, devisees, successors and assigns of the parties hereto.

By signing below, the parties accept and agree to the terms and covenants contained in this Modification Agreement.

BORROWER/TRUSTOR:

BENEFICIARY:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)

By: _____

(All signatures must be notarized)

ACKNOWLEDGEMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

) ss.

County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)