

December 30, 2008

mailed out: Jan. 8th

\$ 22,350.00 past due!



RE: Loan Number

ent 106

Dear :

This letter will confirm the formal approval of a loan modification/restructure of your mortgage loan. To facilitate this transaction, it was mutually agreed that a contribution of \$3,079.73 would be required, which will be applied toward the accrued delinquency.

Down payment!

Please sign the enclosed loan modification agreement and return it, along with any payment(s) and/or contribution due as reflected in the terms of this letter. If a Truth in Lending Statement is enclosed with your modification agreement, please sign and return all items and contribution as disclosure of your interest rate being raised through this modification.

The terms of your modification/restructure are outlined below:

1. Due date of first payment: 03/01/2009
2. New principal and interest payment amount: \$2,000.71
3. *Required escrow payment based on previous analysis: \$278.13
4. Estimated new net payment: \$2,278.84
5. Modified maturity date: 01/01/2026
6. **Interest rate: 4.400%

27 years left

*(Your Escrow shortage may not be fully included in the modification terms, payment may be subject to an additional increase in the future. The Escrow Department will reanalyze your loan after the terms of the modification are met and you will receive notice regarding any additional increase.)

** (Step rate changes, if applicable, will be reflected in the terms of the loan modification agreement. The interest rate and payment the borrower will pay may change in accordance with the note.)

This proposal is valid for five (5) days from the date of this letter. Therefore, it is imperative the modification agreement(s) be executed and returned in the enclosed, self-addressed, prepaid, express mail envelope. Please note, although approved, the normal servicing process will continue uninterrupted, unless advised otherwise. If you are currently protected under a bankruptcy, this approval is contingent upon your continuing to keep your post-petition mortgage payments current, as well as consent to an order lifting the automatic stay or the voluntary dismissal of your case.

LC374/PMA

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Please note that the final paragraph of the modification agreement entitled "CORRECTION AGREEMENT" gives us permission to correct any typographical errors in the modification. You do not have to agree to this portion of the contract in order to enter into the modification. However, if you do, please initial where indicated. Please note that the Correction Agreement does not permit us to change any material terms such as interest rate, modification balance, or monthly payment amount. If we can be of further assistance, please call us at (800)662-3806, Mon - Fri 8am-6pm In Your Time Zone.

Sincerely,

America's Servicing Company

LC374/PMA

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has a security interest in the property and will only exercise its right as against the property.

012



LOAN MODIFICATION AGREEMENT
LOAN NUMBER:

THIS LOAN MODIFICATION AGREEMENT made on December 30, 2008, by and between _____ and _____ (the "Borrower(s)") and America's Servicing Company _____, ("Wells Fargo Bank, N.A. doing business as America's Servicing Company")

W I T N E S S E T H

WHEREAS, Borrower has requested, and America's Servicing Company has agreed, subject to the following terms and conditions, to a modification of the note as follows:

NOW THEREFORE, in consideration of the covenants hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows (notwithstanding anything to the contrary contained in the Note and Mortgage):

1. BALANCE. As of December 30, 2008, the amount payable under the Note and Mortgage (the "Unpaid Principal Balance") is U.S. \$ 357,097.36.
2. EXTENSION. This agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:
 - A. The current due date has been extended from 07-01-08 to 03/01/2009.
 - B. The maturity date has been extended from 01-36 to 01/01/2036.
 - C. The amount of interest to be capitalized will be U.S. \$21,247.31. The modified unpaid principal balance is U.S. \$378,344.67.
 - D. The borrower promises to pay the unpaid principal balance plus interest, to the order of the Lender. Interest will be charged on the unpaid principal balance of U.S. \$ 378,344.67. The borrower promises to make monthly payments of principal and interest of U.S. \$ 2,000.71, at a fixed yearly rate of 4.400%, not including any escrow deposit, if applicable. If on the maturity date the borrower still owes amount under the Note and Security Instrument, as amended by this Agreement, borrower will pay these amount in full on the maturity date.
3. NOTE AND MORTGAGE. Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Mortgage. Further, except as otherwise specifically provided in this Agreement, the Note and Mortgage will remain unchanged, and borrower and America's Servicing Company will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

