

March 08, 2010

[REDACTED]
Garden Grove CA 92840

Dear [REDACTED]

RE: Loan Number [REDACTED], Client [REDACTED]

This letter will confirm our conversation where we agreed to a modification of your mortgage loan.

In order to complete the modification, we will need you to complete the required steps outlined below.

PLEASE COMPLETE REQUIRED NEXT STEPS (SIGNATURES and RETURNING DOCUMENTS):

Sign and acknowledge the enclosed Loan Modification Agreement.

Sign the Truth-in-Lending Statement, if enclosed with your Loan Modification Agreement.

Provide the payment in the amount of \$322.29, which will be applied towards the unpaid balances. Information about this payment amount is listed on the Loan Modification Settlement Statement as "Funds from Borrower".

Sign the notice of Special Flood Hazard Area (SFHA), if enclosed with Loan Modification Agreement.

Return ALL of the above documents along with the payment, if required, within ten (10) business days from the date of this letter in the enclosed, self-addressed, prepaid express mail envelope to the address provided below:

1000 Blue Gentian Rd, Ste. 300, MAC X9999-01N
Eagan, MN 55121

NOTE: All mortgagors need to sign their name as it is printed on the documents. If one of the mortgagors listed should NOT be required to sign the documents OR has a different name than what is listed on the documents, please provide the appropriate documentation that supports this change. Acceptable documents may include a death certificate, divorce decree, or marriage certificate.

LM550/X2P/1

TIME IS OF THE ESSENCE:

If the above documents and payments are not received within ten (10) business days from the date of this letter, we will conclude that you are no longer interested in modifying your existing loan and will cancel your request for a modification. Until we receive your executed documents and payment as requested above, we are unable to complete the modification; we will continue to service your mortgage loan - which may include continued collections communications via telephone calls and/or letters and any legal proceedings.

DETAILS OF THE MODIFICATION:

- | | |
|---|------------|
| 1. Due date of first payment: | 05/01/2010 |
| 2. New principal and interest payment amount: | \$1,643.69 |
| 3. Escrow Payment (if applicable): | \$0.00 |
| The required escrow payment is based on your previous analysis. Please review the escrow disclaimer on the Borrower Acknowledgements, Agreements, and Disclosures document for more information on your escrow payment. | |
| 4. Estimated new net payment: | \$1,643.69 |
| This payment amount includes Principal, Interest, and Escrow (if applicable) | |
| 5. Modified maturity date: | 04/01/2010 |
| 6. Interest rate: | 4.000% |

There could still be outstanding fees/costs that are owed after the modification is completed. These fees would be reflected on the Loan Modification Settlement Statement.

If we can be of further assistance, please call us at 877-222-7875, Monday - Thursday 7 AM - 10 PM CST, Friday 7 AM - 9 PM CST, Saturday 8 AM - 2 PM, CST.
Sincerely,

Jeanette Lowe
Loan Servicing Specialist
Loss Mitigation

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 rights as against the property. LM550/X2P/2



March 08, 2010

Loan Number: [REDACTED]

Borrower Acknowledgements, Agreements, and Disclosures

Fair Debt Collections Practices Act (FDCPA)

America's Servicing Company is required by the Fair Debt Collections Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, America's Servicing Company will only exercise its right against the property and is not attempting any act to collect the discharge debt from you personally.

California Rosenthal Verbiage

With respect to loans located in the State of California, the state Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 8 p.m. They may not harass you by using threats or violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

Bankruptcy Disclosure

If you have received a discharge and the loan was not reaffirmed in the bankruptcy case, we will only exercise our rights against the property and are not attempting any act to collect the discharged debt from you personally.

Escrow Payment Disclosure

If applicable, your escrow shortage may not be fully included in the modification terms. The escrow payment may be subject to an additional increase in the future. Your loan may be analyzed after the terms of the modification are met. You will receive a notice regarding any additional increase to the escrow payment.

Title Report

In certain instances, a Title Report will be required. The Title Report will validate the Mortgage/Deed of Trust will remain in first lien position. In the event the modification request is canceled or denied, your loan may be assessed with a title search fee up to \$150.00.

LM505/X2P

LOAN [REDACTED]
LOAN NUMBER: [REDACTED]

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), made on March 08, 2010, by and between [REDACTED] and [REDACTED] and (the "Borrower(s)") and America's Servicing Company (the "Lender", together with the Borrower(s), the "Parties").

WITNESSETH

WHEREAS, Borrower has requested and Lender has agreed, subject to the following terms and conditions, to a loan modification as follows: NOW THEREFORE, in consideration of the covenants hereinafter set forth and for 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 in the Note and Security Instrument dated 11/30/2005.)

1. BALANCE. As of March 08, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 337,262.21.

2. EXTENSION. This Agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:

A. The current contractual due date has been extended from 12-01-09 to 05/01/2010. The first modified contractual due date is on 05/01/2010.

B. The maturity date has been extended from 01-36 (month/year) to 04/01/2040.

C. The amount of interest to be included (capitalized) will be U.S. \$ 7,026.

The amount of the Borrow Advance to be capitalized will be U.S. \$0.00.
The amount of Recoverable Expenses* to be capitalized will be U.S. \$0.00.

The modified Unpaid Principal Balance is U.S. \$ 344,288.51.

* Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/Property Inspections

D. The Borrower(s) 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. \$ 344,288.51. The Borrower(s) promises to make monthly payments of principal and interest of U.S. \$ 1,643.69, at a yearly rate of 4.000%, not including any escrow deposit, if applicable. If on the maturity date the Borrower(s) still owes an amount under the Note and Security Instrument, as amended by this Agreement, Borrower(s) will pay this amount in full on the maturity date.

* (If applicable, all scheduled step rate changes according to your Note and Security Instrument will remain unchanged.) IM521/X2P/1

3. NOTE AND SECURITY INSTRUMENT. 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 Security Instrument. Further, except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

4. The undersigned Borrower(s) acknowledge receipt and acceptance of the Loan Modification Settlement Statement. Borrower(s) agree with the information disclosed in and understand that I/we am/are responsible for payment of any outstanding balances outlined in the Loan Modification Settlement.

5. The undersigned Borrower(s) acknowledge receipt and acceptance of the Borrower Acknowledgements, Agreements, and Disclosures Document (BAAD).

6. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Truth in Lending statement.

7. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Special Flood Hazard Area (SFHA).

8. That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by America's Servicing Company.

That (he/she/they) have experienced a financial hardship or change in financial circumstances since the origination of (his/her/their) Mortgage Loan.

That (he/she/they) did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification.

LM521/X2P/2