

June 07, 2011

Loan Number: [REDACTED]

**Borrower Acknowledgements, Agreements, and Disclosures**

Fair Debt Collections Practices Act (FDCPA)

Wells Fargo Bank, N A 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, Wells Fargo Bank, N A 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 9 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](http://www.ftc.gov).



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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.



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Wells Fargo Home Mortgage  
 MAC X9999-01N  
 2701 Wells Fargo Way, FL 1  
 Minneapolis, MN 55467-8000

June 07, 2011

LOAN MODIFICATION SETTLEMENT STATEMENT

CUSTOMER INFORMATION:

Loan Number: [REDACTED]  
 Property Address: [REDACTED]  
 Perris CA 92570

TOTAL AMOUNT DUE PRE-MODIFICATION

Principal	\$	197,505.48
Interest	\$	17,837.25
Escrow	\$	2,084.11
Late Fees/NSF Fees	\$	129.14
Recoverable Expenses*	\$	2,027.96
Less Funds Available on Deposit	(\$	601.00)
<b>Total Amount Due Pre-Modification</b>	<b>\$</b>	<b>218,982.94</b>

AMOUNTS INCLUDED

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 CAPITALIZED IN THE MODIFICATION  
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Interest	\$	17,837.25
Escrow	\$	1,012.05
Recoverable Expenses*	\$	1,882.96
Less Amount for Adjustments	(\$	601.00)
<b>Total Capitalized Amount</b>	<b>\$</b>	<b>20,131.26</b>

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OUTSTANDING BALANCES:

Principal	\$	217,636.74
Interest	\$	0.00
Escrow	\$	1,072.06
Late Fees/NSF Fees	\$	129.14
Recoverable Expenses*	\$	145.00
Amt Applied to 1st Modified Pymt as shown on page 2	\$	0.00
Less Funds from Borrower	(\$	0.00)
Less Amount for Adjustments	(\$	274.14)
<b>TOTAL AMOUNT OWED AFTER MODIFICATION</b>	<b>\$</b>	<b>218,708.80</b>

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

NOTE: Upon completion of your loan modification, a letter will be provided to you with a detailed breakdown of the outstanding balance of \$1072.06 that is still due and payable on your loan. You are responsible for making payment arrangements for the amount outstanding.

TERMS OF THE MODIFICATION

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	Pre-Modification	Modified
Unpaid Principal Balance	\$ 197,505.48	\$ 217,636.74
Interest Rate	6.37500%	3.750%
Monthly Principal & Interest Payment	1,291.41	876.04
Maturity Date	06-36	07/01/2051
First Modified Payment Due Date		08/01/2011
New Term (months)		480

1st MODIFIED PAYMENT DUE	
First Modified Payment Amount	\$ 1,054.72
Amount Applied Towards 1st Mod Payment Due	\$ 0.00
Amount owed by you on 08/01/2011	\$ 1,054.72



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 Minneapolis, MN 55467-8000

LOAN MODIFICATION AGREEMENT

LOAN NUMBER: [REDACTED]  
 PROPERTY ADDRESS [REDACTED]  
 Perris CA 92570

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), made on June 07, 2011, by and between [REDACTED] and [REDACTED] and (the "Borrower(s)"), and Wells Fargo Bank, N A (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 05/17/2006.)

1. BALANCE of June 07, 2011, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 197,505.48.
2. EXTENSION This Agreement hereby modifies the following terms of the Note and Security Instrument as set forth herein:
  - A. The current contractual due date has been extended from 03-01-10 to 08/01/2011. The first modified contractual due date is on 08/01/2011.
  - B. The maturity date has been extended from 06-36 (month/year) to 07/01/2051.
  - C. The amount of interest to be included (capitalized) will be U.S. \$ 17,837.25.  
 The amount of the Escrow Advance to be capitalized will be U.S. \$1,012.05.  
 The amount of Recoverable Expenses\* to be capitalized will be U.S. \$1,882.96.  
 The modified Unpaid Principal Balance is U.S. \$ 217,636.74.  
 \* 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. \$ 217,636.74. The Borrower(s) promises to make monthly payments of principal and interest of U.S. \$ 876.04, at a yearly rate of 3.750%, 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.

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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 Wells Fargo Bank, N.A.

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

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

[Redacted signature]

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