



August 13, 2009



Clovis CA 93619

RE: Loan Number [Redacted]

Client 106

Dear [Redacted]

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 \$273.39 would be required, which will be applied toward the accrued delinquency.



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: 10/01/2009
- 2. New principal and interest payment amount: \$1,081.94
- 3. *Required escrow payment based on previous analysis: \$388.79
- 4. Estimated new net payment: \$1,470.73
- 5. Modified maturity date: 09/01/2049
- 6. **Interest rate: 5.375%

*(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.

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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,

THE LAW OFFICES OF
America's Servicing Company

LC374/KV3

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.

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MICHAEL GADDIS