

Wachovia Mortgage  
P.O. Box 659558  
San Antonio, TX 78265-9558

December 10, 2010

Loan Number [REDACTED]

WACHOVIA

[REDACTED]  
[REDACTED]  
CHULA VISTA, CA 91910-2519

Re: Modification Agreement

Dear [REDACTED]

This letter confirms that Wachovia Mortgage, a division of Wells Fargo Bank, N.A. will agree to modify your loan as set forth in the enclosed Modification Agreement. Please sign the Modification Agreement and return the executed agreement with the Automatic Loan Payment Authorization form and the first payment due under the Modification. Payment due includes principal and interest in the amount of \$971.68 and escrow in the amount of \$204.00 for a total payment of \$1,175.68. Please note your loan is escrowed, and the amounts necessary for escrow may change, which will impact the total payment amount due on the loan. The Modification Agreement must be signed, without any alterations, changes or deletions, by all borrowers and received by Wachovia Mortgage no later than December 20, 2010.

Please note, if payments were automatically drafted, the automatic drafting has been cancelled and a new Automatic Loan Payment Authorization must be executed to resume automatic drafting of payments. If your loan had an adjustable rate prior to this modification agreement, the previous interest rates are listed on the attached table (if applicable).

Thank you for your modification request. You are a valued customer and we appreciate you allowing Wachovia Mortgage to be your lender. Should you have any questions, please contact us at 888-565-1422. Our office hours are Monday through Friday, 8:00 a.m. to 10:00 p.m., CST. For your convenience, you may obtain home loan information at [wachovia.com](http://wachovia.com).

Loan Modifications  
Loan Service Department

Enclosure(s)

Please be advised that Wachovia Mortgage may be attempting to collect a debt and any information obtained may be used for that purpose. If you are currently in bankruptcy or your debt has been discharged in bankruptcy, Wachovia Mortgage is only exercising its rights against the property and is not attempting to hold you personally liable on the Note.

Loan Number: [REDACTED]

d. Principal and Interest payment for the remaining term of the Loan:

Payment Due Date	Payment	Interest Rate	Interest Rate Eff. Date
02/01/2017	\$1,589.38	5.500%	01/01/2017

3. **ESCROW.** The Loan will be escrowed for the payment of taxes and insurance for the remaining term of the Loan. Amounts necessary for escrow are not included in the payments referenced above. Please reference the cover letter for the initial payment amount with escrow and reference the monthly billing statements for the future payment amount with escrow.

4. If the loan was an Adjustable Rate Mortgage or a Pay Option Loan, the Interest Change Dates, Calculation of Interest Rate Changes, Payment Change Dates, Calculation of Payment Changes, Index and Payment Cap Limitation no longer apply.

5. The Loan may not be assumed by any other person or entity.

6. If a biweekly loan, the Loan will convert to a monthly payment schedule. References to "biweekly," "every two weeks," and "every other Monday" shall be read as "monthly," except as it relates to the Modified Maturity Date. Interest will be charged on a 360-day year, divided into twelve (12) segments. Interest charged at all other times will be computed by multiplying the interest bearing principal balance by the interest rate, dividing the result by 365, and then multiplying that daily interest amount by the actual number of days for which interest is then due.

As part of the conversion from biweekly to monthly payments, any automatic withdrawal of payments (auto drafting) in effect with Lender for the Loan are cancelled.

7. Lender acknowledges that one or more of the undersigned may have filed for bankruptcy or may have received a discharge in a bankruptcy proceeding. Said individual(s) acknowledge and agree that this Agreement is not a reaffirmation agreement as defined in 11 U.S.C. §524, that any references in this Agreement that imply liability under the Note obligation instead refer to the amounts secured by the property and is not meant to impart personal liability on such individual(s), and that this Agreement and communications related to this Agreement are not attempts to collect, assess or recover a claim against the individual(s) that arose before the commencement of the bankruptcy or that has been discharged.

Borrower agrees that (a) Borrower has read this Agreement in its entirety; (b) Borrower has consulted, or had opportunity to consult, with an attorney of Borrower's choosing; and (c) Borrower has voluntarily entered into this Agreement.

BORROWER(S):

Wells Fargo Bank, N.A.

[REDACTED SIGNATURE]

\_\_\_\_\_  
Mary C. Reeder  
Senior Vice President

Date of this Agreement:  
Note known as Loan Number:  
Property Address:

December 3, 2010  
[REDACTED]  
SAN DIEGO, CA 92115

Principal Balance Prior to Modification:  
Return Date for this Agreement:

\$320,870.38  
December 20, 2010

### MODIFICATION AGREEMENT

This Modification Agreement ("Agreement") is made as of the date above between the undersigned ("Borrower"), as obligor(s) on the Loan described above or as title holder(s) to the Property, as the context may require, and Wells Fargo Bank, N.A. ("Lender"). Borrower agrees that, except as expressly modified in this Agreement, the Note and the Security Instrument remain in full force and effect and are valid, binding obligations upon Borrower, except as discharged in Bankruptcy, and are properly secured by the Property.

Unless this Agreement is executed without alteration and returned by the Return Date above this Agreement will be of no force or effect and the Loan will remain subject to all existing terms and conditions provided in the Note and Security Instrument. This Agreement will only be deemed received when actually received by Lender at: Wells Fargo, Loan Modifications, T7416-010, 4101 Wiseman Blvd., San Antonio, Texas, 78251.

1. If outstanding and owed as of the Date of this Agreement, Lender agrees to:  
a. Waive all outstanding Late Charge and Return Check Fees on the Loan; and  
b. Add amounts owed for "Escrow Amounts Advanced," "Foreclosure Fees," "Attorney's Fees," and "Property Inspection Fees" to the Loan balance.  
c. Forgive accrued, outstanding, and not capitalized interest through December 31, 2010

2. Lender and Borrower further agree to modify the Loan as follows:  
a. The maturity date of the Loan is January 1, 2051  
b. After modification of the loan, the Total Principal Balance owed on the Loan will be \$320,870.38

c. Monthly payments will be due on the same day of each month. Each Interest Rate will go into effect on the corresponding Interest Rate Effective Date. **The payments DO NOT include amounts necessary for escrow.** Each Payment is a principal and interest payment calculated at the interest rate specified to pay off the interest bearing principal balance of \$320,870.38 by the maturity date. The Principal and Interest payment(s) on the Loan will be as follows:

Payment Due Date	Payment	Interest Rate	Interest Rate Eff. Date
02/01/2011	\$971.68	2.000%	01/01/2011
02/01/2014	\$1,136.87	3.000%	01/01/2014
02/01/2015	\$1,311.95	4.000%	01/01/2015
02/01/2016	\$1,495.40	5.000%	01/01/2016