



MODIFICATION AGREEMENT

A. First Mortgage Modification Agreement

Date of this Agreement: June 11, 2009
Note known as Loan Number [REDACTED]
Property Address: [REDACTED]
MURRIETA, CA 92563
Return Date: June 21, 2009

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 Wachovia Mortgage, FSB ("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: Wachovia Mortgage, Loan Modifications, TX1351, PO Box 659558, San Antonio, Texas, 78265-9558.

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.

2. Lender and Borrower further agree to modify the Loan as follows:

- a. Forgive accrued, outstanding, and not capitalized interest through June 30, 2009
- b. The balance owed on the Loan will be \$ 281,522.65
- c. The maturity date of the Loan is July 1, 2049

d. The Interest Only payment(s) on the Loan will be as follows:

Payment Due Date	Payment (Interest Only)	Interest Rate	Interest Rate Eff. Date
08/01/2009	\$ 1,290.32	5.500%	07/01/2009
08/01/2010	\$ 1,319.64	5.625%	07/01/2010
08/01/2011	\$ 1,348.97	5.750%	07/01/2011
08/01/2012	\$ 1,378.29	5.875%	07/01/2012
08/01/2013	\$ 1,407.62	6.000%	07/01/2013
08/01/2014	\$ 1,436.94	6.125%	07/01/2014

e. Principal and Interest Payment for the remaining term of the Loan:

08/01/2015	\$ 1,714.08	6.500%	07/01/2015
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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 above DO NOT**

include amounts necessary for escrow. Each Payment under 2(d) is an interest only payment calculated at the interest rate specified. The payment under 2(e) is the principal and interest payment for the remainder of the term calculated at the interest rate specified.

3. The Interest Change Dates, Calculation of Interest Rate Changes, Payment Change Dates, Calculation of Payment Changes, Index and Payment Cap Limitation no longer apply. The Loan may not be assumed by any other person or entity.

4. 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 unpaid principal 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.

B. Equity Line of Credit Modification Agreement

Date of this Agreement:

June 11, 2009

Equity Line of Credit obligation is known as Loan Number:

Property Address:

MURRIETA, CA 92563

Return Date:

June 21, 2009

This Equity Line of Credit Modification Agreement ("ELOC Modification") is made as of the date above between the undersigned ("Borrower"), as obligor(s) on the Equity Line of Credit obligation described above (ELOC) or as title holder(s) to the Property, as the context may require, and Wachovia Mortgage, FSB ("Lender"). Borrower agrees that, except as expressly modified in this ELOC Modification, the Equity Line of Credit Agreement and Disclosure Statement and the Security Instrument remain in full force and effect and are valid, binding obligations upon Borrower, except as discharged in Bankruptcy, and are secured by the Property.

Lender and Borrower agree as follows:

1. If owed as of the date of this ELOC Modification, Lender agrees to waive ELOC Specific fees, Late Charge fees and Return Check fees on the Loan. In addition, Lender agrees to add amounts owed, as of the date of this agreement, for "Escrow Advances," "Foreclosure Fees," "Attorney's Fees," and "Property Inspection Fees" to the ELOC balance.
2. Forgive accrued, outstanding, and not capitalized interest through June 27, 2009
3. The balance owed on the ELOC will be \$ 36,561.82
4. The Credit Limit on the ELOC for the remaining term will be \$ 36,562.00
5. The Interest Rate during the Advance Period will be fixed at 5.141%
6. The Interest Rate during the Repayment Period will be fixed at 5.141%
7. Your first payment under this ELOC Modification will be due on August 15, 2009

Payments will continue to be calculated according to the terms of the Note, but will be calculated at the fixed interest rate for each period stated above.

If the ELOC is frozen and/or terminated, the ELOC will remain frozen and/or terminated after this modification until the condition warranting the freeze and/or termination is remedied AND a reconsideration has been requested by Borrower in writing.

C. Borrower's Agreement to this Modification Agreement, which includes a First Mortgage Modification Agreement and an Equity Line of Credit Modification Agreement

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 Modification Agreement in its entirety; (b) Borrower has consulted, or had opportunity to consult, with an attorney of Borrower's choosing; (c) The ELOC Modification provides the required advance notice of the terms changed by this ELOC Modification; and (d) Borrower has voluntarily entered into and agrees with the terms in this Modification Agreement, which includes a First Mortgage Modification Agreement and an Equity Line of Credit Modification Agreement.

BORROWER(S):

Wachovia Mortgage, FSB

Senior Vice President



MICHAEL GADDIS

Investor Loan # _____

HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN (Step One of Two-Step Documentation Process)

Trial Period Plan Effective Date: **JULY 01, 2009**

Borrower ("I"): [REDACTED]

Lender ("Lender"): **JPMORGAN CHASE BANK, NA, SUCCESSOR TO WASHINGTON MUTUAL BANK**Date of first lien Security Instrument ("Mortgage") and Note ("Note"): **September 14, 2005**

Loan Number: [REDACTED]

Property Address ("Property"): [REDACTED] **VISTA, CALIFORNIA 92083**

If I am in compliance with this Trial Period Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Lender will provide me with a Home Affordable Modification Agreement ("Modification Agreement"), as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

1. **My Representations.** I certify, represent to Lender and agree:

- A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I am providing or already have provided documentation for all income that I receive (and I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);
- E. Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- F. If Lender requires me to obtain credit counseling, I will do so.

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



G. I understand that the Plan is not a modification of the Loan Documents and that the Loan Documents will not be modified unless and until (i) I meet all of the conditions required for modification, (ii) I receive a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Plan.

3. **The Modification.** I understand that once Lender is able to determine the final amounts of unpaid interest and any other delinquent amounts (except late charges) to be added to my loan balance and after deducting from my loan balance any remaining money held at the end of the Trial Period under Section 2.D. above, the Lender will determine the new payment amount. If I comply with the requirements in Section 2 and my representations in Section 1 continue to be true in all material respects, the Lender will send me a Modification Agreement for my signature which will modify my Loan Documents as necessary to reflect this new payment amount and waive any unpaid late charges accrued to date. Upon execution of a Modification Agreement by the Lender and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Lender and me for the remaining term of the loan.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Plan, unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. To comply, except to the extent that they are modified by this Plan, with all covenants, agreements, and requirements of Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my loan.
- C. That this Plan constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account.
- D. That all terms and provisions of the Loan Documents remain in full force and effect; nothing in this Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents. The Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.

In Witness Whereof, the Lender and I have executed this Plan.

Lender **JPMORGAN CHASE BANK, NA, SUCCESSOR TO WASHINGTON MUTUAL BANK**

By: _____

_____ Date

X [REDACTED] (Seal) Date: 06/27/09
Borrower - [REDACTED]

X [REDACTED] (Seal) Date: 06/27/09
Borrower - [REDACTED]

