

Date of this Agreement: May 28, 2009  
 Note known as Loan Number: [REDACTED]  
 Property Address: [REDACTED]  
 OCEANSIDE, CA 92057  
 Existing Principal Balance: \$ 415,064.09  
 Return Date for this Agreement: June 7, 2009

**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 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 14, 2009
- b. The balance owed on the Loan will be \$ 332,051.27
- c. The maturity date of the Loan is June 15, 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
07/15/2009	\$ 1,134.51	4.100%	06/15/2009
07/15/2011	\$ 1,238.28	4.475%	06/15/2011
07/15/2012	\$ 1,342.04	4.850%	06/15/2012
07/15/2013	\$ 1,445.81	5.225%	06/15/2013
07/15/2014	\$ 1,549.58	5.600%	06/15/2014
07/15/2015	\$ 1,653.34	5.975%	06/15/2015
e. <u>Principal and Interest</u> Payment for the remaining term of the Loan:			
07/15/2016	\$ 2,038.66	6.500%	06/15/2016

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.

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

5. 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.

6. 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):

Wachovia Mortgage, FSB

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Senior Vice President

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