

[REDACTED]

### MODIFICATION AGREEMENT

#### A. First Mortgage Modification Agreement

Date of this Agreement: June 23, 2009  
 Note known as Loan Number: [REDACTED]  
 Property Address: [REDACTED]  
 OCEANSIDE, CA 92056  
 Return Date: July 3, 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 July 14, 2009
- b. The balance owed on the Loan will be \$ 339,999.04
- c. The maturity date of the Loan is July 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
08/15/2009	\$ 1,459.17	5.150%	07/15/2009
08/15/2011	\$ 1,494.58	5.275%	07/15/2011
08/15/2012	\$ 1,530.00	5.400%	07/15/2012
08/15/2013	\$ 1,565.42	5.525%	07/15/2013
08/15/2014	\$ 1,600.83	5.650%	07/15/2014
08/15/2015	\$ 1,636.25	5.775%	07/15/2015

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

08/15/2016	\$ 1,959.30	5.935%	07/15/2016
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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 23, 2009

Equity Line of Credit obligation is known as Loan Number: 0041675125

Property Address: [REDACTED]  
OCEANSIDE, CA 92056

Return Date: July 3, 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.

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|---|--------------------|
| 2. Forgive accrued, outstanding, and not capitalized interest through | July 31, 2009      |
| 3. The balance owed on the ELOC will be                               | \$ 14,204.23       |
| 4. The Credit Limit on the ELOC for the remaining term will be        | \$ 14,205.00       |
| 5. The Interest Rate during the Advance Period will be fixed at       | 5.841%             |
| 6. The Interest Rate during the Repayment Period will be fixed at     | 5.841%             |
| 7. Your first payment under this ELOC Modification will be due on     | September 15, 2009 |

[REDACTED]

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):

[REDACTED]

Wachovia Mortgage, FSB

[REDACTED]

Senior Vice President

MICHAEL GADDIS