

LOAN MODIFICATION AGREEMENT
LOAN NUMBER: [REDACTED]

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), made on October 06, 2009, and between [REDACTED] and [REDACTED] (the "Borrower(s)") and Wells Fargo Bank, N A (the "Lender", together with the Borrower(s), the "Parties").

WITNESSETH

WHEREAS, Borrower has requested and Lender has agreed, subject to the following terms and conditions, to a loan modification as follows:

NOW THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows (notwithstanding anything to the contrary in the Note and Security Instrument dated 04/05/2006.)

THE LAW OFFICES OF
MICHAEL GADDIS

- 1. BALANCE. As of October 06, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 559,090.91.
- 2. EXTENSION. This Agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:

- A. The current contractual due date has been extended from 08-01-09 to 12/01/2009. The first modified contractual due date is on 12/01/2009.
 - B. The maturity date has been extended from 05-36 (month/year) to 11/01/2049.
 - C. The amount of interest to be included (capitalized) will be U.S. \$ 11,880.68.
- The amount of the Escrow Advance to be capitalized will be U.S. \$0.00.
The amount of Recoverable Expenses* to be capitalized will be U.S. \$0.00.

The modified Unpaid Principal Balance is U.S. \$ 570,971.59.
* Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/Property Inspections

- D. The Borrower(s) promises to pay the Unpaid Principal Balance plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance of U.S. \$ 570,971.59. The Borrower(s) promises to make monthly payments of principal and interest of U.S. \$ 2,706.10, at a yearly rate of 4.875%, not including any escrow deposit, if applicable. If on the maturity date the Borrower(s) still owes an amount under the Note and Security Instrument, as amended by this Agreement, Borrower(s) will pay this amount in full on the maturity date.

* (If applicable, all scheduled step rate changes according to your Note and Security Instrument will remain unchanged.) LMS21/KV3/1

3. NOTE AND SECURITY INSTRUMENT. Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Security Instrument. Further, except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

4. The undersigned Borrower(s) acknowledge receipt and acceptance of the Loan Modification Settlement Statement. Borrower(s) agree with the information disclosed in and understand that I/we am/are responsible for payment of any outstanding balances outlined in the Loan Modification Settlement.

5. The undersigned Borrower(s) acknowledge receipt and acceptance of the Borrower Acknowledgements, Agreements, and Disclosures Document (BAAD).

6. IF included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Truth in Lending statement.

7. IF included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Special Flood Hazard Area (SFHA).

8. That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by Wells Fargo Bank, N A.

That (he/she/they) have experienced a financial hardship or change in financial circumstances since the origination of (his/her/their) Mortgage Loan.

That (he/she/they) did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the date first above written.

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages, at no cost to me, and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone number.

Date of this 14 day of October 2009.

[Redacted signature]

[Redacted signature]

Wells Fargo Bank, N A, Officer/ Date

LM521/KV3/2