



LOAN MODIFICATION AGREEMENT
 LOAN NUMBER: [REDACTED]

THIS LOAN MODIFICATION AGREEMENT made on August 13, 2009, by and between [REDACTED] (the "Borrower(s)") and America's Servicing Company, ("Wells Fargo Bank, N.A. doing business as America's Servicing Company")

W I T N E S S E T H

WHEREAS, Borrower has requested, and America's Servicing Company has agreed, subject to the following terms and conditions, to a modification of the note as follows:

NOW THEREFORE, in consideration of the covenants hereinafter set forth and of 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 contained in the Note and Mortgage):

1. BALANCE. As of August 13, 2009, the amount payable under the Note and Mortgage (the "Unpaid Principal Balance") is U.S. \$ 205,956.88.
2. EXTENSION. This agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:
 - A. The current due date has been extended from 05-01-09 to 10/01/2009.
 - B. The maturity date has been extended from 09-30-09 to 09/01/2049.
 - C. The amount of interest to be capitalized will be U.S. \$5,363.45. The modified unpaid principal balance is U.S. \$213,277.87.
 - D. The borrower 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. \$ 213,277.87. The borrower promises to make monthly payments of principal and interest of U.S. \$ 1,081.94, at a fixed yearly rate of 5.375%, not including any escrow deposit, if applicable. If on the maturity date the borrower still owes amount under the Note and Security Instrument, as amended by this Agreement, borrower will pay these amount in full on the maturity date.
3. NOTE AND MORTGAGE. 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 Mortgage. Further, except as otherwise specifically provided in this Agreement, the Note and Mortgage will remain unchanged, and borrower and America's Servicing Company will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.



THE LAW OFFICES OF
 MICHAEL GADDIS

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CORRECTION AGREEMENT. The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants America's Servicing Company, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. (Borrower Initial)

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.

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

Borrower/Date

Borrower/Date

Borrower/Date

Borrower/Date

America's Servicing Company (the "Lender")

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