

HELPING YOU STAY IN YOUR HOME.


MAKING HOME AFFORDABLE



**You may be able to make your payments more affordable!
Call 877-371-9962 for Immediate Assistance.**

May 1, 2013

[REDACTED]
[REDACTED]
SAN DIEGO, CA 92115

Loan Number: [REDACTED]

Dear [REDACTED]

Congratulations! You are approved to enter into a trial period plan under the Home Affordable Modification Program. This is the first step toward qualifying for more affordable mortgage payments. Please read this letter so that you understand all the steps you need to take to modify your mortgage payments.

What you need to do...

To accept this offer please call me at the phone number listed below no later than 14 calendar days from the date listed at the top of this letter or send in your first monthly trial period payment instead of your normal monthly mortgage payment. If you do not contact me within 14 days or send in your monthly payment by the due date, you will no longer be eligible for this offer. During the 14 day period (when your application is pending) the foreclosure process will not move forward. Send your monthly trial period payments instead of your normal monthly mortgage payments as follows:

If you do not call to accept the offer within 14 days or send in your first payment by the due date, the foreclosure process will move forward. We will continue to work with you to help you avoid a foreclosure sale. However, please understand that if you have not yet been referred to foreclosure, that process could begin at any time. If your mortgage has been referred to foreclosure, as part of the foreclosure process, you may receive notices from a third-party attorney delivered by mail, or see steps being taken to proceed with a foreclosure sale of your home. During the HAMP Trial period, a foreclosure sale will not be held as long as you comply with the terms of the trial period plan and make all your payments on time.

1st Payment: \$1,544.17 by 6/1/2013
2nd Payment: \$1,544.17 by 7/1/2013
3rd Payment: \$1,544.17 by 8/1/2013

HOME AFFORDABLE MODIFICATION AGREEMENT

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

Borrower ("I")¹: [REDACTED]

Lender ("Lender"): **Wells Fargo Home Mortgage,
a division of Wells Fargo Bank, N.A.**

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): **6/27/2007**

Loan Number: [REDACTED]

Property Address ("Property"): [REDACTED]

SAN DIEGO, CA 92115

If my representations and covenants in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, 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 Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

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

A. I am experiencing a financial hardship; and as a result, (i) I am in default under the Loan Documents, 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; or

If I was displaced, but the property qualifies as "owner occupied" then I certify that (i) I lived in the Property as a principal residence immediately prior to my displacement, (ii) I intend to re-occupy the Property as a principal residence in the future, (iii) I do not own any single-family real estate other than the Property, and (iv) the Property has not been condemned; or

If the Property is a rental property that does not qualify as "owner-occupied" then this representation applies: The certification I have made concerning my intended use of the Property and the number of single-family properties that I own continue to be true and correct on the date hereof, and the Property has not been condemned;

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.

Loan Number [REDACTED]

that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.

- C. Interest at the rate of 2.000% will begin to accrue on the Interest Bearing Principal Balance as of 08/01/2013 and the first new monthly payment on the Interest Bearing Principal Balance will be due on 09/01/2013. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-5	2.000 %	8/1/2013	\$ 1,155.18	\$ 388.99 May adjust periodically	\$ 1,644.17 May adjust periodically	9/1/2013	60
6	3.000 %	8/1/2018	\$ 1,326.87	May adjust periodically	May adjust periodically	9/1/2018	12
7	4.000 %	8/1/2019	\$ 1,504.68	May adjust periodically	May adjust periodically	9/1/2019	12
8-38	4.375 %	8/1/2020	\$ 1,573.02	May adjust periodically	May adjust periodically	9/1/2020	356

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

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 Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, trial period plan or workout plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all