

WaMu®

JANUARY 23, 2009

Via FEDEX

RE: Washington Mutual Loan No.
Property Address:

Dear: DANIEL

Thank you for your continued interest in our Homeownership Preservation Program. Enclosed is your proposed Loan Modification Agreement ("Agreement") (three identical sets of documents). The Agreement was prepared consistent with the terms you discussed with a loan workout specialist. The Agreement will not be binding or effective until it has been signed by both you and the lender in compliance with the instructions and conditions in this letter.

Please review the Agreement carefully and if you so desire, consult your own attorney. When you are satisfied with the Agreement and if you wish to proceed with the loan modification, sign all the documents **in black ink, in the presence of a notary** and keep one for your records and return two signed originals to Washington Mutual in the envelope provided. Please sign your name exactly as it is printed under the signature line. Where appropriate, witness signatures must be from two different individuals and require their printed name under their signature.

Along with the signed Agreement, you must also send a **certified check or cashier's check** in the amount of **\$300.00**. This amount includes charges for the modification fee and necessary advances including but not limited to recording fees, attorney fees and costs, returned check fees and late charge fees, if any. Additional sums may become due as a result of the timing of this letter and Agreement. Nothing in this letter or Agreement precludes our collections of additional advances.

The signed Agreement and certified or cashier's check must be received by Washington Mutual at the following address on or before **FEBRUARY 2, 2009**.

Washington Mutual
7255 Baymeadows Way
Jacksonville, FL 32256

A title search and endorsement to the original title policy or new title policy must be obtained prior to recording the Agreement.

There is no Agreement if:

- clear title is not confirmed to the satisfaction of the lender;
- the mortgage insurer does not approve; or
- there are any material adverse changes in the circumstances or property condition.

LOAN #:

Failure to comply with the requirements and conditions within the specified time period may result in the resumption of normal collection and foreclosure efforts, without further notice.

Upon the Agreement becoming binding and effective, the principal and interest amount of your monthly payments will be \$343.25. Your first payment including taxes and insurance (if applicable) is due **MARCH 1, 2009**, the total payment amount is \$343.25. This payment amount is subject to change upon escrow analysis, if applicable.

If you are currently in an active bankruptcy, or have been discharged from a bankruptcy previously, then this letter and Agreement does not in any way mean that Washington Mutual, the Trust, or anyone acting on their behalf is attempting to hold you personally liable for the loan. This notice is intended to inform you of your rights as they refer to the lender's ability to foreclose on your property per the loan documents if the loan is not timely brought current. Further, by signing the Agreement you acknowledge that if you file a petition in bankruptcy, Washington Mutual, the Trust, or anyone acting on their behalf may elect to take any and all actions necessary, including, but not limited to voiding the Agreement, filing a Motion for relief from the automatic stay, a Motion to dismiss or any permitted state law remedies which, in Washington Mutual's judgment, are reasonably necessary to secure or protect the property and/or to enforce the rights under the original terms of your loan.

If you have any further questions please consult with your Washington Mutual Homeowner's Assistance representative by calling the toll-free phone number below.

Sincerely,

Homeowner's Assistance Department

1-866-WAMU-YES (1-866-926-8937)

We are a Debt Collector.

We have told a credit bureau about a late payment, missed payment, or other Default on your account. This information may be reflected in your Credit Report.

Property of Kucusan & McCrea, P.C.

LOAN NO.:


ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of Washington Mutual Bank

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written Request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.



DANIEL 1-28-09
Date

Property of Kucsan & McCredy, P.C.

BORROWERS: DANIEL

LOAN #:

NOTICE OF NO ORAL AGREEMENTS

THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the execution of the "Loan Agreement." "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods, or another thing of value or to otherwise extend credit or make a financial accommodation.


DANIEL

Property of Kucsan & Moore, APC

AFTER RECORDING RETURN TO:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS

THIS INSTRUMENT WAS PREPARED BY:
ELIZABETH MATTHEWS
WASHINGTON MUTUAL BANK
7255 BAYMEADOWS WAY
JACKSONVILLE, FL 32256-15540
1-866-926-8937

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN #:

**LOAN MODIFICATION AGREEMENT
PROVIDING FOR INTEREST ONLY PAYMENTS AND BALLOON**

This Loan Modification Agreement ("Agreement") is effective this 1ST day of FEBRUARY, 2009, ("Effective Date") between DANIEL [REDACTED], husband and wife, as joint tenants

(hereinafter, "the Borrower"), and Washington Mutual Bank ("WaMu"), lender or servicer. Together, the Borrower and WaMu are referred to herein as "the Parties".

RECITALS

The Parties enter into this Agreement with reference to the following stipulated facts:

A. On **JUNE 27, 2007**, Borrower purchased, re-financed or otherwise obtained an interest in a certain real property in **Contra Costa County, CALIFORNIA**. In connection with the acquisition of the real property the Borrower delivered a certain promissory note dated **JUNE 27, 2007**, in the original principal amount of **\$396,000.00** ("Note").

B. The Note was and is secured by a deed of trust, mortgage, applicable riders, addenda or other security instrument ("Security Instrument"), dated **JUNE 27, 2007**, and recorded **JULY 3, 2007, AS INSTRUMENT NO.: 2007-0191393-00** in the official records of **Contra Costa County** as a lien against the real property described in the Security Instrument, and located at **4240 AMARGOSA DR ANTIPOCH, CA 94531**

(the "Subject Property"), and is more particularly described as: **Lot 321, as shown on the Map of subdivision 7181, filed July 3, 1991, in Mapbook 357, Page 44, Contra Costa County Records.**

C. Borrower is the current owner of record of the Subject Property. No other persons or business entities have ownership, management or control of the Subject Property. Borrower has not assigned, transferred, mortgaged or hypothecated the Subject Property, or any fee estate therein, nor the rents, income and profits of the Subject Property as may be described in the Security Instrument, except as set forth in these recitals.

D. Borrower has failed to make one or more payments on the Note before expiration of the applicable grace period. Borrower has requested that the terms of the Note and Security Instrument be modified. The Parties have agreed to do so pursuant to the terms and conditions stated in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements exchanged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals are an integral part of this Agreement and are incorporated by reference herein.
2. **Unpaid Principal Balance.** The Parties agree that the unpaid principal balance of the Note and Security Instrument prior to signing this Agreement was **\$409,980.91**. ("Unpaid Principal Balance.")
3. **Capitalization.** The Borrower acknowledges and agrees that interest on the Unpaid Principal Balance has accrued but has not been paid, that WaMu has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect the interest of the Note holder or mortgagee, and that such accrued and unpaid interest, costs and expenses in the total amount of **\$1,920.73** (the "Capitalized Amount") have been added to the Indebtedness under the

terms of the Note and Security Instrument, as of **FEBRUARY 1, 2009**. The Capitalized Amount is included in the Modified Principal Balance and shall be due and payable on the Maturity Date.

4. Modified Principal Balance. The new balance due on the loan is **\$411,901.64** ("Modified Principal Balance"), which consists of **\$409,980.91** plus **\$1,920.73**. The Borrower does not have any defenses, offsets or counterclaims to the Modified Principal Balance.

5. Repayment. The Modified Principal Balance shall be repaid in periodic installments and accrue interest as further described herein.

6. Interest Rate; Monthly Payments. Currently the interest rate is **6.500%**. The interest rate is hereby modified as follows:

(a) Interest will be charged on the Modified Principal Balance for the first year of this Agreement at the yearly rate of **1.000%** beginning with the payment due on **MARCH 1, 2009**. During this first year the Borrower promises to pay monthly payments of interest only in the amount of **\$343.25**.

(b) During the second year of this Agreement, interest will be charged at the yearly rate of **3.000%** beginning with the payment due on **MARCH 1, 2010**. During this second year the Borrower promises to pay monthly payments of interest only in the amount of **\$1,029.75**.

(c) During the third year, and subsequent years of this Agreement, interest will be charged at the yearly rate of **5.000%** beginning with the payment due on **MARCH 1, 2011**. During the third year and subsequent years the Borrower promises to pay monthly payments of interest only in the amount of **\$1,716.26** and shall continue thereafter on the same day of each succeeding month until the Modified Maturity Date at which time all amounts due under the Note, Security Instrument and this Agreement must be paid in full.

(d) Borrower(s) acknowledges and agrees that if the Note and Security Agreement require a payment for escrow, then each monthly payment must also include the escrow portion. Borrower further acknowledges and agrees that the total monthly payment is also subject to change due to escrow analysis for taxes and insurance.

7. Modified Maturity Date. The maturity date for payment of the Note in full and satisfaction of the Security Instrument, as modified by this Agreement, is changed to **FEBRUARY 1, 2014** ("Modified Maturity Date"). Borrower acknowledges and understands that, as a result of this Agreement, which defers payment of arrears or principal payments, or both, a lump sum payment will be due on the Modified Maturity Date. All amounts due and owing under the Note, Security Instrument and this Agreement are due in full on the Modified Maturity Date.

8. Delivery of Payments. The Borrower promises to make the periodic monthly payments described in this Agreement and any other amounts due under the Note and Security Instrument, to the order of Washington Mutual Bank. Borrower(s) shall make the monthly payments as follows, or at such other place that Washington Mutual may designate:

Washington Mutual Bank
7301 Baymeadows Way
Jacksonville, FL 32256

9. Acceleration Upon Unauthorized Transfer. If all or any part of the Subject Property or any interest is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower

is not a natural person) without the Note holder and mortgagee's prior written consent, the Note holder may, at its option require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement. If the Note holder exercises this option, the Note holder shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is mailed within which the Borrower must pay all sums due under the Note, Security Instrument and this Agreement. If the Borrower fails to pay these sums prior to the expiration of the 30 day period, the Note holder may invoke any remedies permitted by the Note, Security Instrument and applicable law.

10. Effect of this Agreement. Except to the extent that they are modified by this Agreement, the Borrower(s) hereby reaffirm all of the covenants, agreements and requirements of the Note and Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obliged to make under the Security Instrument. Borrower(s) further agree to be bound by the terms and provisions of the Note and Security Instrument, as modified hereby.

11. No Release. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly provided in this Agreement, all of the terms, covenants agreements and the Note and Security Instrument will remain unchanged and the Parties will be bound by, and comply with, all of the terms and provisions of the instruments, as amended by this Agreement.

12. Warranties. Borrower does hereby state and warrant that the above described Note is valid and enforceable in all respects and is not subject to any claims, defenses or right of offset or credit except as herein specifically provided. Borrower does further hereby extend all liens and security interests on all of the Subject Property and any other rights and interests which now or hereafter secure said Note until said Note as modified hereby has been fully paid, and agree that this modification and extension will in no manner impair the Note or any of the liens and security interests securing the same and that all of the liens, equities, rights, remedies and security interests securing said Note shall remain in full force and effect and shall not in any manner be waived. Borrower further agrees that all of the terms, covenants, warranties and provisions contained in the original Note and Security Instrument are now and shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein, until the Note is paid in full and all other obligations under the Security Instrument and this Agreement are fulfilled.

13. Further Assurances. Borrower does further state and warrant that all of the recitals, statements and agreements contained herein are true and correct and that Borrower is the sole owner of the fee simple title to all of the Subject Property securing the Note.

14. Acknowledgment by Borrower. As part of the consideration for this Agreement, Borrower agrees to release and waive all claims Borrower might assert against WaMu and or its agents, officers, directors, attorneys, employees and any predecessor-in-interest to the Note and Security Instrument, and which Borrower contends caused Borrower damage or injury, or which Borrower contends renders the Note or the Security Instrument void, voidable, or unenforceable. This release extends to any claims arising from any judicial foreclosure proceedings or power of sale proceedings if any, conducted prior to the date of this Agreement. Borrowers have and claim no defenses, counterclaims or rights of offset of any kind against WaMu or against collection of the Loan.

15. Bankruptcy Considerations. Notwithstanding anything to the contrary contained in this Agreement, the Parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to signing this Agreement and that WaMu may not pursue the Borrower for personal liability. However, the Parties acknowledge that WaMu and any subsequent mortgagee or beneficiary of the Security Instrument retains certain rights, including but not limited to the right to foreclose its lien against the Subject Property under appropriate circumstances. Nothing herein shall be construed to

be an attempt to collect against the Borrower personally or an attempt to revive personal liability, if the Borrower has obtained a discharge of that liability from a United States Bankruptcy Court.

[REDACTED]

DANIEL

1-28-09

DATE

Property of Kucsan & McCrea, APC

9040A - 6/08 - All states except DE, HI, NC, NM, PA, WI
Online Documents, Inc.

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A9040C 0808

LOAN #:

State of CALIFORNIA
County of Contra Costa

On 01/28/2009, before me, Sateja A. Pradhan, Notary Public
(here insert name and title of the officer), personally appeared Daniel

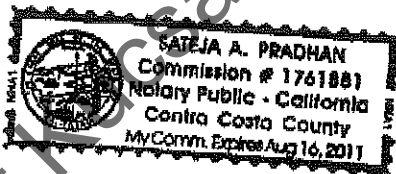
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sateja A. Pradhan

(SEAL)



Property of [illegible] & [illegible]

LOAN MODIFICATION AGREEMENT SIGNATURE ADDENDUM

TRUST: WASHINGTON MUTUAL BANK
BY: WASHINGTON MUTUAL BANK

WITNESS

PAMELA S. BEAL
ASSISTANT VICE PRESIDENT

DATE

WITNESS

State of Florida

County of Duval

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared PAMELA S. BEAL [X] personally known to me - OR - [] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

Property of Kucsar & McCrea, APLC