

October 5, 2009

Loan Number: [REDACTED]

WACHOVIA

CLIFFORD [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Re: Modification Agreement

Dear CLIFFORD [REDACTED] and [REDACTED]

This letter confirms that Wachovia Mortgage will agree to modify your loan as set forth in the enclosed Modification Agreement. Please sign the Modification Agreement and return the executed agreement with the first payment due under the modified terms in the amount of \$1,221.61. The Modification Agreement must be signed, without any alterations, changes or deletions, by all borrowers and received by Wachovia Mortgage no later than October 15, 2009.

Please note that if your loan is escrowed, the amounts necessary for escrow may change, which will impact the total payment amount due on the loan.

If your loan had an adjustable rate prior to this modification agreement, the previous interest rates are listed on the attached table (if applicable).

Thank you for your modification request. You are a valued customer and we appreciate you allowing Wachovia Mortgage to be your lender. Should you have any questions, please contact us at 800-642-0257, ext. 46951. We will be happy to assist you Monday through Friday, 9:00 a.m. to 9:00 p.m., E.T.

For your convenience, you may obtain home loan information at wachovia.com.

Loan Modifications
Loan Service Department

Enclosure(s)

Please be advised that Wachovia Mortgage may be attempting to collect a debt. If you are currently in bankruptcy or your debt has been discharged in bankruptcy, Wachovia Mortgage is only exercising its rights against the property and is not attempting to hold you personally liable on the Note.

Date of this Agreement: October 5, 2009
 Note known as Loan Number: [REDACTED]
 Property Address: [REDACTED]
 Existing Principal Balance: \$ 278,641.23
 Return Date for this Agreement: October 15, 2009

MODIFICATION AGREEMENT

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 October 31, 2009
- b. The balance owed on the Loan will be \$ 228,485.81
- c. The maturity date of the Loan is November 1, 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
December 1, 2009	\$ 941.94	4.947%	November 1, 2009

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

December 1, 2019	\$ 1,219.17	4.947%
------------------	-------------	--------

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.

4. The Loan may not be assumed by any other person or entity.

5. 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.

6. 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 Agreement in its entirety; (b) Borrower has consulted, or had opportunity to consult, with an attorney of Borrower's choosing; and (c) Borrower has voluntarily entered into this Agreement.

BORROWER(S):

Wachovia Mortgage, FSB

CLIFFORD [REDACTED]

Mary C. Reeder
Senior Vice President

September 21, 2009

Loan Number: [REDACTED]

WACHOVIA

Clifford [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Dear Clifford [REDACTED] and Lynn [REDACTED]

Thank you for contacting Wachovia about the new Mortgage Assistance Plan on your existing loan number 0025549122!

To provide the loan assistance and payment relief requested, Wachovia proposes to modify your loan by:

- o Forgiving accrued, outstanding, and not capitalized interest through 10/1/2009
- o The balance owed on the loan will be \$228,485.81
- o Modifying the interest rate to a starting rate of 4.947%
- o Modifying the payment to a monthly starting payment of \$1,221.62

We are anxious to continue processing and finalizing the modification for your loan. In order to move forward you must return all documents related to your current sources of income immediately.

- o Wage earner: Paycheck stubs for the most recent 30 days
- o Self-employed: Previous year's signed tax return and year-to-date profit and loss statement
- o Fixed income: Current Social Security retirement, supplemental or disability award letter(s), or pension annuity statement(s)
- o Documentation for any other income you would like considered for qualification purposes

You can either fax or mail your income documents to us:

- o Fax to 800-313-0892 - Attn: Mortgage Assistance Plan Income Document Processing
- o Mail to: Loss Mitigation Mortgage Assistance Plan
Mail code: T7425-021
4101 Wiseman Blvd
San Antonio, TX 78251

LH008 004 HOP



September 21, 2009

Clifford [REDACTED]
Page 2

WACHOVIA

For any questions about the Mortgage Assistance Plan or income verification, please call 1-888-565-1422 to speak to a Mortgage Consultant Monday - Friday 8:00 a.m. - 10:00 p.m. and Saturday 8:00 a.m. - 5:00 p.m. CT.

Loss Mitigation Department
Wachovia Mortgage Assistance Plan

This proposal has been prepared based on the information you have verbally provided. The final modification terms will not be available until income verification is completed and the modification agreement prepared. The starting payment does not include amounts necessary for escrow and may be an interest only payment depending on the final terms of the modification. Depending on the final terms of the modification, the starting interest rate and starting payment amount may increase over time and the maturity date of your loan may be extended.

Wachovia Bank, NA is required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, Wachovia Bank, NA will only exercise its right against the property and is not attempting any act to collect the discharge debt from you personally.

With respect to those loans located in the State of California, the state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

LH008 004 HOP