

Loan Modification Success Case

Name of Lender (Bank):

American's Servicing Company

<https://carenet.fnfismd.com/wellsasc/>

Original Interest:

6.800%

Original Payment:

\$1,940.78

New Interest:

4.100%

New Monthly Payment:

\$1,290.42

Please visit our website at:

<http://www.stopbanks.com/> or call us at 877-529-5090.



Return Mail Operations
 PO Box 10388
 Des Moines, IA 50306-0388

Monthly Mortgage Statement

Statement Date 08/12/09
 Loan Number [REDACTED]

Customer Service

Online
 mortgageaccountonline.com

Fax (866) 453-6315
Telephone (800) 842-7654

Correspondence
 PO Box 10328
 Des Moines IA 50308

Hours of Operation
 Mon - Fri 8 AM - 6 PM

Payments

PO Box 60788
 Los Angeles CA 90060

Important Messages

Your monthly mortgage payment has not been received. Please make your payment immediately. If you have any questions about your account or are unable to send your payment, please contact one of our loan counselors at (800) 842-7654.



Summary

Payment (Principal and/or Interest, Escrow)	\$1,940.78
Optional Product(s)	\$0.00
Current Monthly Payment 07/01/09	\$1,940.78
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Overdue Payments 12/01/08 - 06/01/09	\$13,538.02
Unpaid Late Charge(s)	\$551.80
Other Charges	\$77.50
TOTAL PAYMENT DUE 07/01/09	\$16,108.10

Property Address

[REDACTED]

Unpaid Principal Balance \$227,184.23
(Contact Customer Service for your payoff balance)

Interest Rate 6.000%
 Interest Paid Year-to-Date \$2,503.24
 Taxes Paid Year-to-Date \$0.00
 Escrow Balance \$3,621.86

Activity Since Your Last Statement

Date	Description	Total	Principal	Interest	Escrow	Late Charge	Other
08/12	PAYMENT	\$2,018.14	\$256.31	\$1,250.82	\$421.89	Unapplied	\$87.22

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Please detach and return with your payment

Loan Number [REDACTED]
 Current Monthly Payment Due \$1,940.78
 Total Payment Due 07/01/09 \$16,108.10
 After 07/16/09 Add Late Fee \$75.36
 Total Amount Due After 07/16/09 \$16,183.46

Monthly Payment	\$.
x pmt amt		
Additional Principal	\$.
Late Charges	\$.
Other	\$	[x]

Check here and see reverse for address correction.

Please specify additional funds. Any additional funds not specified will be applied first to





September 25, 2009

RE: Loan Number [REDACTED]

Dear [REDACTED] :

This letter will confirm the formal approval of a loan modification/restructure of your mortgage loan. To facilitate this transaction, it was mutually agreed that a contribution of \$3,300.00 would be required, which will be applied toward the accrued delinquency.

Please sign the enclosed loan modification agreement and return it, along with any payment(s) and/or contribution due as reflected in the terms of this letter. If a Truth in Lending Statement is enclosed with your modification agreement, please sign and return all items and contribution as disclosure of your interest rate being raised through this modification.


The terms of your modification/restructure are outlined below:

1. Due date of first payment: 11/01/2009
2. New principal and interest payment amount: \$1,290.42
3. *Required escrow payment based on previous analysis: \$257.88
4. Estimated new net payment: \$1,548.30
5. Modified maturity date: 09/01/2035
6. **Interest rate: 4.100%

*(Your Escrow shortage may not be fully included in the modification terms, payment may be subject to an additional increase in the future. The Escrow Department will reanalyze your loan after the terms of the modification are met and you will receive notice regarding any additional increase.)

** (Step rate changes, if applicable, will be reflected in the terms of the loan modification agreement. The interest rate and payment the borrower will pay may change in accordance with the note.)

This proposal is valid for five (5) days from the date of this letter. Therefore, it is imperative the modification agreement(s) be executed and returned in the enclosed, self-addressed, prepaid, express mail envelope. Please note, although approved, the normal servicing process will continue uninterrupted, unless advised otherwise. If you are currently protected under a bankruptcy, this approval is contingent upon your continuing to keep your post-petition mortgage payments current, as well as consent to an order lifting the automatic stay or the voluntary dismissal of your case.



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Loan Number

Please note that the final paragraph of the modification agreement entitled "CORRECTION AGREEMENT" gives us permission to correct any typographical errors in the modification. You do not have to agree to this portion of the contract in order to enter into the modification. However, if you do, please initial where indicated. Please note that the Correction Agreement does not permit us to change any material terms such as interest rate, modification balance, or monthly payment amount. If we can be of further assistance, please call us at (800) 662-3806, Mon - Fri 8am-6pm In Your Time Zone.

Sincerely,

America's Servicing Company

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has a security interest in the property and will only exercise its right as against the property.

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LOAN MODIFICATION AGREEMENT
LOAN NUMBER: [REDACTED]

THIS LOAN MODIFICATION AGREEMENT made on September 25, 2009, by and between [REDACTED] and (the "Borrower(s)") and 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 September 25, 2009, the amount payable under the Note and Mortgage (the "Unpaid Principal Balance") is U.S. \$ 227,184.23.
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 12-01-08 to 11/01/2009.
 - B. The maturity date has been extended from 09-35 to 09/01/2035.
 - C. The amount of interest to be capitalized will be U.S. \$13,744.61. The modified unpaid principal balance is U.S. \$246,934.81.
 - 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. \$ 246,934.81. The borrower promises to make monthly payments of principal and interest of U.S. \$ 1,290.42, at a fixed yearly rate of 4.100%, 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.