

# Loan Modification Success Case

Name of Lender (Bank):

American's Servicing Company

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

Original Interest:

**7.625%**

Original Payment:

**\$1,614.78**

New Interest:

**3.200%**

New Monthly Payment:

**\$787.49**

Please visit our website at:

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



Return Mail Operations  
 PO Box 10328  
 Des Moines, IA 50306-0328

**Monthly Mortgage Statement**

Statement Date 01/23/09  
 Loan Number [REDACTED]

**Customer Service**

Online  
 mortgageaccountsonline.com

Telephone  
 800-842-7654

Hours of Operation  
 M - F 8 AM - 6 PM in your  
 time zone

Fax  
 866-453-6315

Payments  
 PO Box 1820  
 Newark NJ 07101

Correspondence  
 PO Box 10328  
 Des Moines IA 50305



**Important Messages**

**Summary**

Payment (Principal and/or Interest, Escrow)	\$1,614.78
Optional Product(s)	\$0.00
<b>Current Monthly Payment 02/01/09</b>	<b>\$1,614.78</b>
Overdue Payments	\$0.00
Unpaid Late Charge(s)	\$0.00
Other Charges	\$0.00
<b>TOTAL PAYMENT DUE 02/01/09</b>	<b>\$1,614.78</b>

**Property Address**

[REDACTED]  
 Unpaid Principal Balance \$223,029.83  
 (Contact Customer Service for your payoff details)  
 Interest Rate 7.825%  
 Interest Paid Year-to-Date \$1,423.33  
 Taxes Paid Year-to-Date \$0.00  
 Escrow Balance \$939.63

**Activity Since Your Last Statement**

Date	Description	Total	Principal	Interest	Escrow	Late Charge	Other
01/23	PRINCIPAL PMT	\$71.17	\$71.17				
01/23	PAYMENT	\$1,614.78		\$1,423.33	\$191.90	\$71.17	

LEGAL DEBT SOLUTIONS  
 ATTORNEYS AT LAW, PLLC



Please detach and return with your payment

Loan Number	[REDACTED]
Current Monthly Payment Due	\$1,614.78
Total Payment Due 02/01/09	\$1,614.78
After 02/15/09 Add Late Fee	\$71.14
<b>Total Amount Due After 02/15/09</b>	<b>\$1,685.92</b>

Check here and see  
 reverse for address  
 correction.

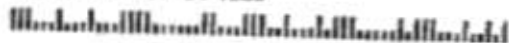


Please specify  
 or attach items  
 Any modified  
 items or  
 specified call to  
 attention to  
 any outstanding  
 charges

- Additional Principal
- Late Charge
- Other Charges
- Additional Escrow



AMERICA'S SERVICING CO.  
 PO BOX 1820  
 NEWARK NJ 07101-1820



APR 1 2009  
 NEWARK, NJ



NOVEMBER 12, 2009

[Redacted]

[Redacted]  
[Redacted]

Dear: [Redacted]

Subject: Modification for Loan Number: [Redacted]

Wells Fargo Home Mortgage is committed to helping you have every opportunity to save your home. We are confirming the formal approval of a loan modification/restructure of your mortgage loan. As was mutually agreed, a contribution of \$ 1,044.44 is required, which will be applied toward the accrued delinquency. To date, we have received \$ 0.00, which will be applied toward your contribution leaving a balance due of \$ 1,044.44.

**Action Needed: Sign and Return Agreement in 10 Days**

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

The terms of your modification are outlined below:

1. Due date of first payment:	<b>JANUARY 1, 2010</b>
2. New interest only payment amount:	\$ 639.50
3. *Required escrow payment based on previous analysis:	\$ 147.99
4. Estimated new net payment:	\$ 787.49
5. Modified maturity date:	08/01/2036
6. **Interest rate:	3.200000 %

*\*(Your escrow shortage may not be fully included in the modification terms. Payments 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.)*

RECORD AND RETURN TO:  
FIRST AMERICAN TITLE  
P.O. BOX 27670  
SANTA ANA, CA 92799-7670  
ATTN: LMIS

[Space Above This Line for Recording Data]

**LOAN MODIFICATION AGREEMENT**  
(Interest Only)

This Loan Modification Agreement ("Agreement"), made as of **NOVEMBER 12, 2009**, between

[REDACTED]  
("Borrower") and Wells Fargo Bank, N.A. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated , and (2) the adjustable rate/fixed rate note (the "Note"), bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

[REDACTED]  
the real property described as **SEE ATTACHMENT A.**

**LEGAL DEBT SOLUTIONS**  
THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **NOVEMBER 12, 2009**, the amount payable under the Note and the Security Instrument is U.S. \$ **239,813.98** ("Unpaid Principal Balance"), consisting of the unpaid

- [REDACTED]
- amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized with this modification.
  2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance less any principal reduction due to payments from Borrower at the yearly rate of 3.200 %, from NOVEMBER 12, 2009 . Borrower promises to make monthly payments of interest of U.S. \$ 639.50 , beginning on 01/01/2010 until 12/01/2014 ; at which time the interest rate will be determined in accordance with the terms of the Note. The amount of Borrower's monthly payments may change in accordance with the terms of the Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on AUGUST 01, 2036 ("Maturity Date"). In addition to monthly payments, Borrower shall make monthly escrow deposits as defined in the Note. Escrow deposit payments may be subject to change in the future.
  3. If on the Maturity Date, Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
  4. Borrower understands and agrees that
    - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
    - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise hereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
    - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
    - (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.