

Loan Modification Success Case

Name of Lender (Bank):

American's Servicing Company

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

Original Interest:

6.875%

Original Payment:

\$3,518.61

New Interest:

4.500%

New Monthly Payment:

\$2,190.44

Please visit our website at:

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



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

Monthly Mortgage Statement

Statement Date 05/13/08
 Loan Number 1127140524

Customer Service

Online
www.mortgageaccountonline.com

Telephone
 800-842-7854

Hours of Operation
 Mon - Fri, 8 AM - 6 PM,
 in your time zone

Fax
 866-453-6315

Payments
 PO Box 60768
 Los Angeles CA 90060

Correspondence
 PO Box 10328
 Des Moines IA 50306

Important Messages

Your mortgage statement has a new look. It provides the information you need in a new easy-to-read format.



Summary

Payment (Principal and/or Interest, Escrow)	\$3,518.61
Optional Product(s)	\$0.00
Current Monthly Payment 06/01/08	\$3,518.61
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Overdue Payments	\$0.00
Unpaid Late Charge(s)	\$0.00
Other Charges	\$0.00
TOTAL PAYMENT DUE 06/01/08	\$3,518.61

Property Address



Unpaid Principal Balance	\$459,322.37
<i>(Contact Customer Service for your payoff balance)</i>	
Interest Rate	6.875%
Interest Paid Year-to-Date	\$13,193.57
Taxes Paid Year-to-Date	\$2,271.40
Escrow Balance	\$1,064.62

Activity Since Your Last Statement

Date	Description	Total	Principal	Interest	Escrow	Late Charge	Other
05/13	PAYMENT	\$3,494.84	\$420.77	\$2,633.95	\$440.12		

LEGAL DEBT SOLUTIONS
 A PROFESSIONAL LAW CORPORATION

September 08, 2009

[REDACTED]
[REDACTED]

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 \$4,081.13 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: \$2,190.44
3. *Required escrow payment based on previous analysis: \$433.61
4. Estimated new net payment: \$2,624.05
5. Modified maturity date: 10/01/2049
6. **Interest rate: 4.500%

*(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.

LC374/VE0

LOAN MODIFICATION AGREEMENT
LOAN NUMBER: [REDACTED]

THIS LOAN MODIFICATION AGREEMENT made on September 08, 2009, by and between [REDACTED] and (the "Borrower(s)") and America's Servicing Company, ("Wells Fargo Bank, N.A. doing business as 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 08, 2009, the amount payable under the Note and Mortgage (the "Unpaid Principal Balance") is U.S. \$ 456,308.66.
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 01-01-09 to 11/01/2009.
 - B. The maturity date has been extended from 03-37 to 10/01/2049.
 - C. The amount of interest to be capitalized will be U.S. \$26,142.68. The modified unpaid principal balance is U.S. \$487,237.02.
 - 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. \$ 487,237.02. The borrower promises to make monthly payments of principal and interest of U.S. \$ 2,190.44, at a fixed yearly rate of 4.500%, 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.

Loan Modification Agreement
Page 2 of 2
Loan Number [REDACTED]

CORRECTION AGREEMENT. The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants America's Servicing Company, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. (Borrower Initial)

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages, at no cost to me, and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date first above written.

Borrower/Date

Borrower/Date

Borrower/Date

Borrower/Date



America's Servicing Company (the "Lender")

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