

## IMPORTANT INSTRUCTIONS

Failure to comply with these instructions could result in denial of your loan modification. Please read carefully and follow all instructions.

- Sign and date all documents where indicated (blue or black ink only).
- All mortgagors must sign all documents; although only two lines are provided. Please make sure that everyone listed on the loan signs. If one borrower cannot sign because of death, divorce or separation, then a death certificate, divorce decree or quit claim deed must be included with returned documents.
- Return every page of the modification; this includes the Truth-in-Lending Disclosure.

### Notarizing

Do not sign or date notarized agreements unless you are in the presence of the notary.

- Only notarize the borrower's section. Leave the lender's section blank.
- All dates of the modification must reflect the same date as the notary.
- Notary needs to indicate county, state and date acknowledged.
- All affidavits must be signed.

If you are not able to make the full payment due from the borrower, please call us immediately at 1-877-222-7875, option 4. Initial payment must be made by one of the following methods: Money order, cashiers check or \*\*certified funds.

\*\*Western Union Quick Collect

City Code: FREDASC

State code: MD

You have 5 business days from the date the docs are delivered to you to return all pages in the prepaid overnight envelope included in this packet.

Should you have any questions about your documents please contact us immediately at 1-877-222-7875.



February 09, 2011

[REDACTED]  
Folsom CA 95630

Dear [REDACTED]

RE: Loan Number [REDACTED] Client 105

This letter will confirm our conversation where we agreed to modification of your mortgage loan.

In order to complete the modification, we will need you to complete the required steps outlined below:

- Sign the original Loan Modification Agreement where required.
- Have the original Loan Modification Agreement Notarized where required.
- Return all pages of the original Loan Modification Agreement.
- Sign the Truth-in-Lending Statement, if enclosed with your Loan Modification Agreement.
- Provide the payment in the amount of \$777.47 which will be applied towards the unpaid balances. Information about this payment amount is listed on the Loan Modification Settlement Statement as "Funds from Borrower".
- Sign the notice of Special Flood Hazard Area (SFHA), if enclosed with your Loan Modification Agreement.
- Return ALL of the above documents along with the payment, if required, within ten (10) days from the date of this letter in the enclosed, self-addressed, prepaid express mail envelope to the address provided below:

1000 Blue Gentian Rd, Ste. 300, MAC X9999-01N  
Eagan, MN 55121

NOTE: All mortgagors need to sign their name as it is printed on the documents. If one of the mortgagors listed should NOT be required to sign the documents OR has a different name than what is listed on the documents, please provide the appropriate documentation that supports this change. Acceptable documents may include a death certificate, divorce decree, or marriage certificate.

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We must receive your response within 10 days.

If the above documents and payment are not received within ten (10) days from the date of this letter, we will conclude that you are no longer interested in modifying your existing loan and will cancel your request for a modification. Until we receive the signed and completed documents and payment as requested above, we are unable to complete the modification; we will continue to service your mortgage loan - which may include continued collections communications via telephone calls and/or letters and any legal proceedings.

DETAILS OF THE MODIFICATION:

1. Due date of first payment: 04/01/2011
2. New principal and interest payment amount: \$1,822.92
3. Escrow Payment (if applicable): \$337.54  
The required escrow payment is based on your previous analysis. Please review the escrow disclaimer on the Borrower Acknowledgements, Agreements, and Disclosures document for more information on your escrow payment.
4. Estimated new net payment: \$2,160.46  
This payment amount includes Principal, Interest, and Escrow (if applicable)
5. Modified maturity date: 03/01/2041
6. Interest rate: 5.000%
7. Payment Amount to be paid by borrower, if applicable. \$777.44

There could still be outstanding fees/costs that are owed after the modification is completed. These fees would be reflected on the Loan Modification Settlement Statement.

If we can be of further assistance, please call us at 877-222-7875, Monday - Thursday 7 AM - 10 PM CST, Friday 7 AM - 9 PM CST, Saturday 8 AM - 2 PM, CST.

Sincerely,

Brenda Foster  
Mortgage Loan Adj. or  
Loss Mitigation

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 rights as against the property.

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](http://www.ftc.gov).

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February 09, 2011

Loan Number: [REDACTED]

### Borrower Acknowledgements, Agreements, and Disclosures

#### Fair Debt Collections Practices Act (FDCPA)

America's Servicing Company is required by the Fair Debt Collections 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, America's Servicing Company will only exercise its right against the property and is not attempting any act to collect the discharge debt from you personally.

#### California Rosenthal Verbiage

With respect to 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 or 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](http://www.ftc.gov).

#### Bankruptcy Disclosure

If you have received a discharge and the loan was not reaffirmed in the bankruptcy case, we will only exercise our rights against the property and are not attempting any act to collect the discharged debt from you personally.

#### Escrow Payment Disclosure

If applicable, your escrow shortage may not be fully included in the modification terms. The escrow payment may be subject to an additional increase in the future. Your loan may be analyzed after the terms of the modification are met. You will receive a notice regarding any additional increase to the escrow payment.

#### Title Report

In certain instances, a Title Report will be required. The Title Report will validate the Mortgage/Deed of Trust will remain in first lien position. In the event the modification request is canceled or denied, your loan may be assessed with a title search fee up to \$150.00.

LM505/VCD



LOAN MODIFICATION AGREEMENT

LOAN NUMBER: [REDACTED]

PROPERTY ADDRESS [REDACTED]

Folsom CA 95630

MIN: [REDACTED] MERS Phone: 1-388-679-6377

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), made on February 09, 2011, by and between [REDACTED] and [REDACTED] and (the "Borrower(s)") and America's Servicing Company (the "Lender", And Mortgage Electronic Registration Systems, Inc. (Mortgagee) together with the Borrower(s), the "Parties").

WITNESSETH

WHEREAS, Borrower has requested and Lender has agreed, subject to the following terms and conditions, to a loan modification as follows: NOW THEREFORE, in consideration of the covenants hereinafter set forth and for 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 in the Note and Security Instrument dated 07/28/2005.)

1. BALANCE. As of February 09, 2011, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 331,378.77.

2. EXTENSION. This Agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:

A. The current contractual due date has been extended from 12-01-10 to 04/01/2011. The first modified contractual due date is on 04/01/2011.

B. The maturity date has been extended from 09-20 (month/year) to 03/01/2041.

C. The amount of interest to be included (capitalized) will be U.S. \$ 7,041.80.

The amount of the Escrow Advance to be capitalized will be U.S. \$1,156.81.

The amount of Recoverable Expenses\* to be capitalized will be U.S. \$0.00.

The modified Unpaid Principal Balance is U.S. \$ 339,577.38.

\* Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO, Appraisal, and/or Property Preservation/Property Inspections

D. The Borrower(s) 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. \$ 339,577.38. The Borrower(s) promises to make monthly payments of principal and interest of U.S. \$ 1,822.92, at a yearly rate of 5.000%, not including any escrow deposit, if applicable. If on the maturity date the Borrower(s) still owes an amount under the Note and Security Instrument, as amended by this Agreement, Borrower(s) will pay this amount in full on the maturity date.

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3. NOTE AND SECURITY INSTRUMENT. 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 Security Instrument. Further, except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

4. The undersigned Borrower(s) acknowledge receipt and acceptance of the Loan Modification Settlement Statement. Borrower(s) agree with the information disclosed in and understand that I/we am/are responsible for payment of any outstanding balances outlined in the Loan Modification Settlement.

5. The undersigned Borrower(s) acknowledge receipt and acceptance of the Borrower Acknowledgements, Agreements, and Disclosures Document (BAAD).

6. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Truth in Lending statement.

7. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Special Flood Hazard Area (SFHA).

8. That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by America's Servicing Company.

That (he/she/they) have experienced a financial hardship or change in financial circumstances since the origination of (his/her/their) Mortgage Loan.

That (he/she/they) did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification.

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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 disclosed in the Modification Agreement required to be signed. In the event that this limited power of attorney is exercised, the undersigned shall 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(s) initial)

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

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 and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from us, however, any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.

Dated as of this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

Signature

\_\_\_\_\_  
America's Servicing Company

\_\_\_\_\_  
Mortgage Electronic Registration Systems, Inc.

Name: \_\_\_\_\_

Its: \_\_\_\_\_  
LM527/VCD/3

**PLEASE SIGN & DATE**

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Please Initial



# Match your mortgage payments to your payday cycle

As part of your loan modification, please complete this form. Managing your mortgage payments is easy when you enroll in the Preferred Payment Plan. Simply choose the option below that matches your personal payday cycle, and your monthly payments will be withdrawn automatically from your checking or savings<sup>1</sup> account. The Preferred Payment Plan is free, secure and more convenient than writing checks and mailing payments.

**Please note: Enrolling in the Preferred Payment Plan does not change the principal and interest payment arrangement specified in your mortgage loan documents. Withdrawn funds will be applied to your mortgage when sufficient funds have accumulated to make a full monthly payment as outlined in your mortgage note.**

To enroll in the Preferred Payment Plan, follow the steps below and fax this signed form to 1-866-267-6241.

## 1. Select the Preferred Payment Plan option that matches your pay schedule

Please check the appropriate box to mark your choice. If this form is signed but no option is selected, you will be set up for monthly withdrawals on your due date.

*If you choose either the Weekly or Bi-weekly option, withdrawals in addition to the amount needed to cover your monthly mortgage payments will naturally occur 2 to 5 times per year. The additional withdrawn funds will be automatically applied to your principal balance - helping you pay off your mortgage faster.*

- Weekly:** One-quarter of your monthly payment will be withdrawn every week, including principal, interest, applicable tax and insurance payments. In a year's time, 52 withdrawals will be made.  
Request a withdrawal start date (must be Monday-Friday and 4 weeks prior to due date): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- Bi-weekly (every other week):** Half of your monthly payment amount will be withdrawn every other week, including principal, interest, applicable tax and insurance payments. In a year's time, 26 withdrawals will be made.  
Request a withdrawal start date (must be Monday-Friday and 3 weeks prior to due date): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- Semi-monthly (twice a month):** Half of your monthly payment will be withdrawn on the 15th of the month prior to the due date, and the second half of your monthly payment will be withdrawn on the 1st of month in which payment is due. Each withdrawal will equal one-half of the total monthly payment due, including principal, interest, applicable tax and insurance payments. In a year's time, 24 withdrawals will be made.
- Monthly:** Your monthly payment amount will be withdrawn on your due date (usually the 1st day of every month) or up to 4 days after your due date. The withdrawal amount will equal the total monthly payment due, including principal, interest, applicable tax and insurance payments.  
Please select day for withdrawal:  Due Date  1 day after  2 days after  3 days after  4 days after

## 2. Specify additional principal, if any

You can choose to add an additional amount to each of your electronic withdrawals to be applied to your outstanding loan principal.

- Yes, please add \$ \_\_\_\_\_ to each of my automatic electronic withdrawals.

## 3. Supply your account information

Account type:  Checking  Savings<sup>1</sup>

Customer Bank Routing Number: \_\_\_\_\_  
(9-digit number at the bottom left of your check)

Customer Bank Account Number: \_\_\_\_\_  
(To the right of the Bank Routing Number on your check)

## 4. Signature

By signing below, I agree to the Terms and Conditions on the following page and online at [wellsfargo.com/preferredterms](http://wellsfargo.com/preferredterms).

Mortgage Loan Number: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

## Preferred Payment Plan Terms and Conditions

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- I authorize Wells Fargo, its authorized representatives and service providers to initiate electronic withdrawals from my designated account to make monthly payments on my mortgage.
- I understand that I will receive confirmation specifying the date the electronic withdrawals will begin. I understand that I will continue to make my payment until I receive this confirmation and electronic withdrawals begin.
- I understand that this authorization and the program services in no way alter or lessen my obligation under my existing mortgage contract regarding the amount of monthly payments, when payments are due, the applications of payments, the assessment of late charges or the determination of delinquencies. I must maintain sufficient funds in my account for withdrawal of my monthly payment.
- I understand that withdrawn funds will not be applied to my mortgage until sufficient funds have accumulated for a full monthly payment to be made.
- I understand the electronic withdrawal amount will vary with changes in escrow or principal and interest components, if applicable.
- I understand that I must provide Wells Fargo notice of at least 10 days for any requests to modify, change or terminate participation in this program. I understand that if I modify, change, or terminate participation in the program, I may not realize the benefits.
- I agree to be bound by the program's Terms and Conditions, which are stated here and online.

**For questions about your enrollment, please retain this form and call 1-866-386-8519, using authorization code AMPTAC.**

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<sup>1</sup>Excess Activity Fees may apply if you exceed these federally-mandated transaction limits for savings accounts:

- Three withdrawals in a month by check, draft, point-of-sale purchase, check card, or other similar withdrawal payable to a third party
- A total of six transfers and/or withdrawals in a month including: those listed above, preauthorized or automatic transfers (including overdraft protection transfers and payment to third parties), and transfers made online or by telephone

For more information, please refer to your account agreement with your financial institution. Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N.A.  
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