

Date of this Agreement: July 20, 2009
Note known as Loan Number:
Property Address:

Existing Principal Balance: \$ 302,505.74
Return Date for this Agreement: July 30, 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 July 31, 2009
- b. The balance owed on the Loan will be \$ 242,004.59
- c. The maturity date of the Loan is August 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 |
|------------------|-------------------------|---------------|-------------------------|
| 09/01/2009 | \$ 907.52 | 4.500% | 08/01/2009 |
| 09/01/2010 | \$ 957.94 | 4.750% | 08/01/2010 |
| 09/01/2011 | \$ 1,008.36 | 5.000% | 08/01/2011 |
| 09/01/2012 | \$ 1,058.77 | 5.250% | 08/01/2012 |
| 09/01/2013 | \$ 1,109.19 | 5.500% | 08/01/2013 |
| 09/01/2014 | \$ 1,159.61 | 5.750% | 08/01/2014 |

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

| | | | |
|------------|-------------|--------|------------|
| 09/01/2015 | \$ 1,473.47 | 6.500% | 08/01/2015 |
|------------|-------------|--------|------------|

Wachovia Mortgage
P.O. Box 9598
San Antonio, TX 78265-9598

July 20, 2009

Loan Number:

WACHOVIA

Re: Modification Agreement

Dear

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 \$1,106.22. The Modification Agreement must be signed, without any alterations, changes or deletions, by all borrowers and received by Wachovia Mortgage no later than July 30, 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.