

1. ASC
2. CA
3. three payments behind, I/O ITI 5260.46, \$8791.39 behind
4. no down payment, new payment \$3044.74 starting October 1 PITI
5. Beardsley Lloyd/ Scott

www.yourfastmod.org

July 24, 2009



RE: Loan Number [REDACTED]

Client 106

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 \$1,035.02 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: | 10/01/2009 |
| 2. New principal and interest payment amount: | \$2,629.73 |
| 3. *Required escrow payment based on previous analysis: | \$415.01 |
| 4. Estimated new net payment: | \$3,044.74 |
| 5. Modified maturity date: | 06/01/2034 |
| 6. **Interest rate: | 4.000% |

*(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/IAG

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Loan Number [REDACTED]

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

LC374/IAG

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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July 24, 2009



Dear Vinette Beardsley :



America's Servicing Company is pleased to provide you with a free and easy way to make your payment. The automatic withdrawal program automatically deducts your monthly payments from your bank account each month.

By participating in the program, you will become accustomed to the new payment amount and it will help you keep on track with your modified payments. To enroll, simply complete the Automatic Withdrawal Enrollment form included with this letter and return it with the modification document.

PLEASE NOTE: The payment requested on your approval letter still must be sent with your documents. Automatic withdrawals will not begin until you complete the modification document. You will receive written notification when your automatic withdrawal enrollment takes effect, and when the first payment is deducted from your account. Participation in the automatic withdrawal program is voluntary, but strongly encouraged. If you choose not to enroll it is your responsibility to make your monthly payments by other means.

Sincerely,

Raymadus Wylie
Loan Adjustor Specialist
Loss Mitigation

LC304/IAG/2

America's Servicing Company is required by the Fair Debt Collection 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 as against the property and is not attempting any act to collect the discharge debt from you personally. g

www.yourfacmod.org



Automatic Withdrawal Program Enrollment Form

Notice Date: July 24, 2009

Loan Number: [REDACTED]

Thank you for your interest in our automatic withdrawal program. The following terms and conditions apply - Please retain for your records.

- * I authorize America's Servicing Company, its authorized representatives and service providers to initiate electronic funds transfers from my designated account to make monthly payments on my mortgage.
- * I understand that I will receive confirmation specifying the date the electronic funds transfers will begin. I understand that I will continue to make my payment until I receive this confirmation.
- * 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 and I must maintain sufficient funds in my account for collection of my monthly payment.
- * I understand the withdrawal amount will vary with changes in escrow or principal and interest components, if applicable.
- * I agree to be bound by the program's terms and conditions which are stated here and will be located on the back of my statement.
- * I understand that I can terminate the program by giving notice at least ten days prior to the requested changes.
- * I understand that if I modify, change, or stop the program, I will not realize the benefits.

Authorization Code: [REDACTED]

LC010/IAG/1

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Loan Number [REDACTED]

AUTOMATIC WITHDRAWAL AUTHORIZATION FORM (MOD)

1. Pick your frequency

Weekly: Monday Tuesday Wednesday Thursday Friday

Biweekly: Monday Tuesday Wednesday Thursday Friday

Monthly: Payment can be drafted on your due date (usually the 1st), or up to 4 days after your due date.

Due Date 1 day after 2 days after 3 days after 4 days after

Semi-monthly: 15th of month prior to first due date and 1st of month in which payment is due.

You can elect to add an additional amount to each of your electronic withdrawals to be applied to your principal balance. Yes, please add \$ _____ to each of my automatic electronic withdrawals.

2. Provide your bank account information:

Type of account: Checking Savings

Bank Routing Number: _____ (The 9-digit number on the bottom left of your check)

Bank Account Number: _____ (The number to the right of the Bank Routing Number)

3. By signing below, I authorize America's Servicing Company to deduct my monthly mortgage payment from the above checking/savings and I agree to the Terms and Conditions in this letter.

Signature of borrower _____ Date _____

Loan Number [REDACTED]

LC010/IAG

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LOAN MODIFICATION AGREEMENT
LOAN NUMBER: [REDACTED]

THIS LOAN MODIFICATION AGREEMENT made on July 24, 2009, by and between VINETTE BEARDSLEY 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 July 24, 2009, the amount payable under the Note and Mortgage (the "Unpaid Principal Balance") is U.S. \$ 486,500.00.
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 06-01-09 to 10/01/2009.
 - B. The maturity date has been extended from 06-34 to 06/01/2034.
 - C. The amount of interest to be capitalized will be U.S. \$6,892.08. The modified unpaid principal balance is U.S. \$495,291.39.
 - 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. \$ 495,291.39. The borrower promises to make monthly payments of principal and interest of U.S. \$ 2,629.73, at a fixed yearly rate of 4.000%, 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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Truth-in-Lending Disclosure

| | | | |
|--|--|---|--|
| Date: 7/28/2009 | | Borrower: VINETTE BEARDSLEY | |
| Creditor: WELLS FARGO BANK, N.A. | | N/A | |
| Loan No.: [REDACTED] | | Property: [REDACTED] | |
| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | AMOUNT FINANCED | TOTAL OF PAYMENTS |
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| 04.0000% | \$285,736.58 | \$495,291.39 | \$781,027.97 |
| Your payment schedule will be: (E) means estimate | | | |
| Number of Payments | Amount of Payments | When Payments are due <i>Monthly, Beginning</i> | |
| 296 | \$2,629.73 | 10/1/2009 | |
| 1 | \$2,627.89 | 6/1/2034 | |
| Insurance: | Property insurance is required on this loan. Flood insurance may be required if the property is located in an area designated as an area having special flood hazards. You may obtain property insurance and, if required, flood insurance from an insurance provider of your choice, providing coverage meets the requirements. | | |
| Security: | You are giving a security interest in property at: [REDACTED] | | |
| Late Charges: | If a payment is late, you will be charged [REDACTED] | | |
| Assumption: | Someone buying your home cannot assume the remainder of the mortgage on the original terms. | | |
| Prepayment Penalty: | If you pay off early you may have to pay a penalty. | | |
| Variable Rate: | Your loan <input type="checkbox"/> does <input checked="" type="checkbox"/> does not contain a variable-rate feature. Disclosures about the variable-rate feature have been provided to you earlier. | | |
| See your contract documents for additional information regarding non-payment, default, right to accelerate the maturity of the obligation, prepayment rebates and penalties, and the lender's policy regarding assumption of the obligation. | | | |

BY SIGNING BELOW - I ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE ON THE DATE INDICATED ABOVE.

VINETTE BEARDSLEY (Borrower) (Date) _____ (Borrower) (Date) _____

N/A (Borrower) (Date) _____ (Borrower) (Date) _____

NOTE: Payments shown above do not include reserve deposits for taxes, property or flood insurance.