



Kristen Dzwonkowski <kristend@amerihopealliance.com>

successful loan modification

Lissette German <lissetteg@yourfastmod.org>
To: office@amerihopealliance.com

Wed, May 6, 2009 at 10:34 AM

- 1. Wachovia
- 2. NY
- 3. Option arm program, 6.20% arm, \$1352.62 minimum payment 6 months past due \$7,938.67. *was*
- 4. 4.75% I/O for 10 years and then 4.75% for the remainder of the loan. Principal reduction of \$54,705.65. New payment is \$1,123.82 I/O saving \$228.80. No Good faith deposit and first payment is June.
- 5. Smith, Jeff/ Scott

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 Lissette C. German
 Loss Mitigator
 Home Retention
 866.558-2408 #426 (toll free)
 954-414-8455(direct facsimile)
lissetteg@yourfastmod.org

www.yourfastmod.org

WAS
*
IS NOW

May 5, 2009

Loan Number: [REDACTED]

[REDACTED]

reduced
by
\$28.80

Re: Modification Agreement

Dear [REDACTED]

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 \$ 1,123.82. The Modification Agreement must be signed, without any alterations, changes or deletions, by all borrowers and received by Wachovia Mortgage no later than May 15, 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.

ATTACHMENT:
Page 2

JEFFREY A SMITH
Loan Number: [REDACTED]

PAYMENT EFF. DATE	INTEREST RATE	MARGIN	INDEX
03/15/2009	5.280%	2.550%	2.730%
04/15/2009	5.122%	2.550%	2.572%
05/15/2009	4.978%	2.550%	2.428%

www.yourfastmod.org

Date of this Agreement:
Note known as Loan Number:
Property Address:

Existing Principal Balance:
Return Date for this Agreement:



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 May 14, 2009
- b. The balance owed on the Loan will be \$ 218,822.59
- c. The maturity date of the Loan is May 15, 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
June 15, 2009	\$ 866.18	4.750%	May 15, 2009

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

June 15, 2019	\$ 1,141.49	4.750%
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Monthly payments will be due on the same day of each month. Each Interest Rate will go into effect on the corresponding Interest Rate Effective Date. **The payments above DO NOT include amounts necessary for escrow.** Each Payment under 2(d) is an interest only payment calculated at the interest rate specified. The payment under 2(e) is the principal and interest payment for the remainder of the term calculated at the interest rate specified.

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3. The Interest Change Dates, Calculation of Interest Rate Changes, Payment Change Dates, Calculation of Payment Changes, Index and Payment Cap Limitation no longer apply.
4. The Loan may not be assumed by any other person or entity.
5. If a biweekly loan, the Loan will convert to a monthly payment schedule. References to "biweekly," "every two weeks," and "every other Monday" shall be read as "monthly," except as it relates to the Modified Maturity Date. Interest will be charged on a 360-day year, divided into twelve (12) segments. Interest charged at all other times will be computed by multiplying the unpaid principal by the interest rate, dividing the result by 365, and then multiplying that daily interest amount by the actual number of days for which interest is then due.

As part of the conversion from biweekly to monthly payments, any automatic withdrawal of payments (auto drafting) in effect with Lender for the Loan are cancelled.

6. Lender acknowledges that one or more of the undersigned may have filed for bankruptcy or may have received a discharge in a bankruptcy proceeding. Said individual(s) acknowledge and agree that this Agreement is not a reaffirmation agreement as defined in 11 U.S.C. §524, that any references in this Agreement that imply liability under the Note obligation instead refer to the amounts secured by the property and is not meant to impart personal liability on such individual(s), and that this Agreement and communications related to this Agreement are not attempts to collect, assess or recover a claim against the individual(s) that arose before the commencement of the bankruptcy or that has been discharged.

Borrower agrees that (a) Borrower has read this Agreement in its entirety; (b) Borrower has consulted, or had opportunity to consult, with an attorney of Borrower's choosing; and (c) Borrower has voluntarily entered into this Agreement.

BORROWER(S):

Wachovia Mortgage, FSB

JEFFREY A SMITH

Georgeann McKendrick
Assistant Vice President

Automatic Loan Payment Authorization
(Legacy World Savings Loans Only)

Date: _____

Loan No: _____

Borrower's Name: _____

Co-Borrower's Name: _____

Property Address: _____

Wachovia offers a free service to have your loan payment automatically withdrawn from your Bank Account. If you have a monthly loan, you may select any withdrawal date within your grace period. If you have a biweekly loan, your payment will be withdrawn from your Bank Account every other Monday. To establish this service, or to change the banking or payment information for your existing service, please complete and return this form by fax to **210-257-2552**, or by mail to **Wachovia, P.O. Box 659558, San Antonio, TX, 78265-9558, Attn: Cash Support Department, TX1362**. If you are currently making your payment by check, please continue to pay by check until you receive written confirmation that Automatic Loan Payment is in effect.

Bank Account Information – Please Print Legibly

Your Bank Account must be at a U.S. bank, savings and loan or other financial institution, which is accessible by the automated clearinghouse (ACH), and must be a personal (non-business) account from which you are authorized to withdraw.

Name of US Financial Institution: _____

Please withdraw the monthly loan payment from:

 Checking Acct #: _____ Savings Acct #: _____

Routing/Transit No: _____

If Loan is monthly indicate: Withdraw funds on the following **date** of the month: _____
(May be any date between due date and last day of grace period. If no date is specified, payment will be drafted on the loan due date.)

Your Automatic Loan Payment Amount

Written Authorization: I authorize Wachovia to withdraw from my Bank Account the amount that I request from time to time. Until I instruct otherwise by phone or in writing, please withdraw the following amount:

- Minimum Payment Amount
- Interest Only Amount
- Scheduled Principal and Interest Amount
- Minimum Payment Amount plus an additional amount of \$ _____
- Fixed Payment Amount \$ _____

- Escrow payments(s) (if any) will be added to your monthly payment.
- If you pay less than the Interest Only Payment, any interest that isn't paid will be added to your loan balance.
- If you select the Interest Only or Fixed Payment option and the payment amount is ever less than the Minimum Payment, we will withdraw the Minimum Payment from your bank account.
- If you select the "Scheduled Principal and Interest" or "Interest Only" option, the amount withdrawn from your Bank Account may fluctuate each payment due to changes in interest rates; we will notify you of the date and amount of your payment before it is drafted.
- If the option you selected is not available for your loan, you authorized us to establish drafting for your Minimum Payment. We will contact you should your selected option not be available.

Change the Payment Amount or Date Information: You can change the amount that Wachovia withdraws from your bank account, and if you have a monthly loan, you can also change the date on which Wachovia withdraws from your bank account under this written authorization, by speaking with a Wachovia customer service representative at 1-800-642-0257 or on-line at www.wachovia.com. We will send you a written confirmation notice before drafting the new amount or changing the date.

Acknowledgment

The undersigned authorizes the recurring debit by Wachovia of the Bank Account referenced above, for the initial amount indicated above or such other amount as the undersigned requests from time to time orally or in writing. The undersigned agrees to be bound by the National Automated Clearinghouse Association ("NACHA") rules as in effect from time to time, acknowledges that entries may not be initiated that violate applicable laws, and accepts that Wachovia reserves the right to cancel the automatic loan payment service with notice to the undersigned.

Borrower's Signature Date

Borrower's Signature Date

Name(s) and signature(s) of additional account owner(s) if required for authorizing withdrawals from your bank account.

Borrower's Signature Date

Borrower's Signature Date