

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

July 15, 2009



Interest Rate  
7.25%

Existing Principal Balance:  
Return Date for this Agreement:

\$519,411.70

July 25, 2009

\$3334.60 payment

### 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
- b. The balance owed on the Loan will be
- c. The maturity date of the Loan is
- d. The Interest Only payment(s) on the Loan will be as follows:

August 14, 2009

\$425,917.59

August 15, 2049

93,493.8  
CUT

Payment Due Date	Payment (Interest Only)	Interest Rate	Interest Rate Eff. Date
September 15, 2009	\$2,218.32	6.250%	August 1, 2009

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

September 15, 2019

\$2,622.45

6.250%

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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