

Account Information

Statement Date: 07/06/09
 Property Address: 972 DOWNING CIRCLE
 LINCOLN CA 95648

ACCOUNT NUMBER:

| | |
|-------------------------|--------------|
| Type of Mortgage | FIXED RATE |
| Principal Balance | \$307,401.99 |
| Interest Rate | 6.85000% |
| Escrow Balance | \$4,102.50 |
| Interest Year to Date | \$12,305.34 |
| Taxes Paid Year to Date | \$2,797.41 |

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Page 1 of 1

CitiMortgage



Take command of your mortgage - Visit Today!
www.citimortgage.com

Customer service 1-800-283-7818*
 *Calls are randomly monitored and recorded to ensure quality service.

Would you like an easier way to make your mortgage payment?
 Sign up for EZ Pay today.

SIS0071D-264031872009AB14-07/06/09-27-018208-1



972 DOWNING CIR
 LINCOLN CA 95648-8004

Account Activity

| | PAYMENTS RECEIVED | CURRENT PAYMENT DUE |
|----------------------|-------------------|---------------------|
| Date | 07/06/09 | 08/01/09 |
| Principal | \$139.65 | \$140.45 |
| Interest | \$1,755.55 | \$1,754.75 |
| Escrow | \$536.70 | \$536.70 |
| Additional Principal | \$0.10 | |
| Total Amount | \$2,432.00 | \$2,431.90 |

Send supplemental tax bills to CMI for payment. All supplemental tax bills and special property assessments that you receive must be forwarded to our Tax Department at least 15 days prior to the tax installment due date in order for these payments to be made on time. Failure to forward your bill can result in additional penalties and interest charges to your escrow/impound account. Please write your account number on these tax bills and mail them (Certified or Registered) to our Tax Department at the address on the back of this billing statement. Thank you.

On 06/25/09, \$126.75 was paid for PMI Insurance.

Monthly Highlights

Where can you go for today's interest rates, up-to-date sales information about homes in your neighborhood and valuable tools for refinancing or purchasing your dream home? It's simple. Log in to www.citimortgage.com today!

Detach and return the bottom portion with payment. Retain the top portion for your records.

Account Number:

PATRICIA A O'CONNELL

Please designate how you want us to apply any additional funds. Undesignated funds first pay outstanding late charges and fees, then principal. Once paid, additional funds cannot be returned.

Please check box to indicate mailing address/phone number changes and enter on reverse side.

Include account number on check and make payable to:



CITIMORTGAGE, INC.
 PO BOX 8006
 THE LAKES NV 88901-6006



| | Due Date: | Total Amount Due: |
|--|-----------|-------------------|
| See detail below: | 08/01/09 | \$2,431.90 |
| Additional Principal: | \$ | |
| Additional Escrow: | \$ | |
| If payment received after: 08/16/09 Add late charge of: \$94.78 | \$ | |
| Additional Monthly Payment: | \$ | |
| Total Amount Enclosed | \$ | |

Please do not send cash. Please allow 7 to 10 days for postal delivery. To ensure timely processing of your mortgage payment, please use the enclosed envelope and coupon. Do not include account inquiries with your payment.

011196997255 0000243190 0000252666 0000243190

Vertical barcode and alphanumeric code on the right edge of the page.

HELPING YOU STAY IN YOUR HOME.

You may be able to make your payments more affordable.
Act now to get the help you need!

Investor Loan #:

HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN (Step One of Two-Step Documentation Process)

Trial Period Plan Effective Date (Beginning of Trial Period): 10 | 1 | 09

Borrower ("I"): _____

Lender ("Lender"): CitiMortgage, Inc.

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 8 | 17 | 07

Loan Number: _____

Property Address ("Property"): 972 DOWNING CIRCLE,

City: LINCOLN

State: CA

Zip: 95648

If I am in compliance with this Trial Period Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Lender will provide me with a Home Affordable Modification Agreement ("Modification Agreement"), as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

1. My Representations. I certify, represent to Lender and agree:

- A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I am providing or already have provided documentation for **all** income that I receive (and I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);
- E. Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- F. If Lender requires me to obtain credit counseling, I will do so.

If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Citi never sleeps



Trial Period Plan

2. **The Trial Period Plan.** On or before each of the following due dates, I will pay the Lender the amount set forth below ("Trial Period Payment"), which includes payment for Escrow Items, including real estate taxes, insurance premiums and other fees, if any, of U.S. \$ 1339.22.

| Trial Period Payment # | Trial Period Payment | Due Date On or Before | | |
|------------------------|----------------------|-----------------------|---|----|
| 1 | \$ 1339.22 | 10 | 1 | 09 |
| 2 | \$ 1339.22 | 11 | 1 | 09 |
| 3 | \$ 1339.22 | 12 | 1 | 09 |
| 4 | \$ \$1,339.22 | 1 | 1 | 10 |

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period (the "Trial Period") commencing on the Trial Period Effective Date and ending on the earlier of: (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Plan;
- B. Except as set forth in Section 2.C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by applicable law;
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the lender may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E. When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents;
- F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and
- G. I understand that the Plan is not a modification of the Loan Documents and that the Loan Documents will not be modified unless and until (i) I meet all of the conditions required for modification, (ii) I receive a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Plan. If under the Lender's procedures a title endorsement or subordination agreements are required to ensure that the modified mortgage Loan retains its first lien position and is fully enforceable, I understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents or to execute the Modification Agreement if the Lender has not received an acceptable title endorsement and/or subordination agreements from other lien holders, as Lender determines necessary.



HOME LOANS

PROPERTY ADDRESS
5531 Sage Drive

MONTHLY HOME LOAN STATEMENT

0137647 01 AV 0.324 **AUTO T11 7261 95765-5428
MSR C2AG 0101---0-2---0000000 IN P31785



5531 Sage Dr
Rocklin CA 95765-5428



IMPORTANT NOTICE

Countrywide Home Loans (Countrywide) services your home loan on behalf of the holder of your note (Noteholder). This is to advise you that your account remains seriously delinquent.

If we do not hear from you immediately, we will have no alternative but to take appropriate action to protect the interest of the Noteholder in your property. This action may include returning payments that are less than the total amount due.

Please give this matter your most urgent attention. Please pay the total amount due immediately. Countrywide will proceed with collection action until your account is brought fully current, and you will be responsible for all cost incurred in this process to the full extent permitted by law.

If you are unable to bring your account current, please contact us at **1-800-669-6654**.

Sincerely,

LOAN SERVICING
Loan Counselor

HOME LOAN SUMMARY

Home loan overview as of 11/26/2008

| | |
|--|--------------|
| Principal balance | \$387,174.86 |
| Escrow balance | -\$337.28 |
| Late Charge if payment received after 12/16/2008 | \$121.81 |

Amount due on 12/01/2008 as of 11/26/2008

| | |
|-------------------------------------|------------|
| Home loan payment due 12/01/2008 | \$3,532.59 |
| Past due payment amount | 9,291.81 |
| (see next page for account details) | |

Calls may be monitored or recorded to ensure quality service. We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

Countrywide is required by law to inform you that this communication is from a debt collector.

HOW TO MAKE A PAYMENT

- Please
 - don't send cash
 - don't staple the check to the payment coupon
 - don't include correspondence
- Write the account number on the check or money order.
- Make the check payable to **Countrywide Home Loans**
Attn: Remittance Processing
PO BOX 10219
VAN NUYS CA 91410-0219

Account number (0)
5531 Sage Drive
Rocklin, CA 95765

Payment due **Dec 1, 2008** *\$3,532.59
After **Dec 16, 2008** late payment *\$3,654.40

*Principal amount includes late charges. See Home Loan Details for breakdown

SEE OTHER SIDE FOR IMPORTANT INFORMATION



Countrywide
PO BOX 10219
VAN NUYS CA 91410-0219

Additional Principal

Additional Escrow

Other

Check total

181379840000000353259000365440

HomeSaver PAYMENT FORBEARANCE AGREEMENT

Investor Loan

Forbearance Agreement Effective Date: 7/17/2009

Borrower ("I")¹:

Servicer ("Servicer"): BAC Home Loans Servicing, LP

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 10/26/2007

Loan Number:

Property Address ("Property"): 5531 SAGE DR, ROCKLIN, CA 95765

The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined herein have the meaning given to them in the Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Servicer, the Servicer will send me a fully executed copy of this Agreement. This Agreement will not take effect unless and until both I and the Servicer sign it and Servicer provides me with a copy of this Agreement with the Servicer's signature.

1. **My Representations.** I certify, represent to Servicer and agree:
 - A. I am unable to afford my Mortgage payments and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have access to sufficient liquid assets to make the scheduled monthly Mortgage payments under my Loan Documents now or in the near future;
 - B. The occupancy status of the Property is as indicated below (circle most appropriate option):
 - a. I live in the Property as my principal residence.
 - b. I use the Property as a second home.
 - c. I use the Property as rental property.
 - d. I live in one unit of the Property and rent other units.
 - C. I have not sold or otherwise transferred ownership of the Property since I signed the Loan Documents and the Property has not been condemned;
 - D. I am providing or already have provided documentation for all income that I receive (except that I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for this HomeSaver Forbearance.)
 - E. All documents and information I have provided to Servicer pursuant to this Agreement, including the documents and information regarding my eligibility for the HomeSaver Forbearance program, are true and correct; and
 - F. All borrowers on the Note, except any deceased borrowers, have signed this Agreement.

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



181379840+CHLNAHSF_06102009FP



FRB-001

2. **The Payment Deferral Agreement.** On or before each of the following due dates, I will pay the Servicer the amount set forth below ("Deferral Period Payment").

| Deferral Period Payment No. | Deferral Period Payment | Due Date On or Before |
|--------------------------------|----------------------------|--------------------------|
| 1 | \$1,548.64 | 7/17/2009 |
| 2 | \$1,548.64 | 9/1/2009 |
| 3 | \$1,548.64 | 10/1/2009 |
| 4 | \$1,548.64 | 11/1/2009 |
| 5 | \$1,548.64 | 12/1/2009 |
| 6 | \$1,548.64 | 1/1/2010 |

During the period (the "Deferral Period") commencing on the date of this Agreement and ending on the earlier of: (i) 6 months from the execution date by Servicer; (ii) execution of an agreement with Servicer for another resolution of my default under my Loan Documents, for example, a modification, pre-foreclosure sale or deed in lieu of foreclosure; or (iii) my default under the terms of this Agreement.

I understand and acknowledge that:

- A. **Foreclosure Activity.** The Servicer will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Agreement. If this Agreement terminates, however, then any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by Applicable Law;
- B. **Application of Payments.** The Servicer will hold the payments received during the Deferral Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my Loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Servicer and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full. Upon termination of this Agreement, if I have not entered into another agreement with Servicer to cure or otherwise resolve my default under the Loan Document or reinstated my Loan in full, the Servicer will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Agreement and not yet applied to my Loan as described above shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me.
- C. **Additional Assistance.** During the Deferral Period, Servicer will review my Loan to determine whether additional default resolution assistance can be offered to me. At the end of the Deferral Period either (1) I will be required to recommence my regularly scheduled payments and to make additional payment(s), on terms to be determined by Servicer, until all past due amounts owed under the Loan documents have been paid in full, (2) I will be required to reinstate my Loan in full, (3) Servicer will offer to modify my Loan; (4) Servicer will offer me some other form of payment assistance or alternative to foreclosure, on terms to be determined solely by Servicer with the approval of the investors or insurers on my Loan, or (5) if no feasible alternative can be identified, Servicer may commence or continue foreclosure proceedings or exercise other rights and remedies provided Servicer under the Loan Documents.
- D. **No Modification. I understand that the Agreement is not a forgiveness of payments on my Loan or a modification of the Loan Documents.** I further understand and agree that the Servicer is not obligated or bound to make any modification of the Loan Documents or provide any other alternative resolution of my default under the Loan Documents.
- E. **Late Charges.** Unless otherwise expressly prohibited by Applicable Law, late charges will be assessed against me until the Deferred Payments have been paid in full and my Loan is brought completely current under my Loan documents, even if I make timely payments in accordance with this Agreement.





Account N

Property address
3320 Hunter Lane

Statement date
11/26/2008

1 of 4

**INTEREST-ONLY LOAN
MONTHLY STATEMENT
(During the Interest-Only
Period)**

0122379 01 AT 0.345 **AUTO TS 0 2448 95608-3217
PO A4 AG 0101---0-2-7-C000080 IN P22502



3320 Hunter Ln
Carmichael CA 95608-3217



IMPORTANT NOTICE

Countrywide Home Loans (Countrywide) services your home loan on behalf of the holder of your note (Noteholder). This is to advise you that your account remains seriously delinquent.

If we do not hear from you immediately, we will have no alternative but to take appropriate action to protect the interest of the Noteholder in your property. This action may include returning payments that are less than the total amount due.

Please give this matter your most urgent attention. Please pay the total amount due immediately. Countrywide will proceed with collection action until your account is brought fully current, and you will be responsible for all cost incurred in this process to the full extent permitted by law.

If you are unable to bring your account current, please contact us at 1-800-669-6654.

Sincerely,

LOAN SERVICING
Loan Counselor

Your Payment Choices This Month

The amounts listed below are total payments, including amounts collected for escrow items such as taxes and insurance premiums. You can also pay additional Principal any month in any amount, by specifying "Additional Principal" in the payment coupon.

| Payment Information | Total Payment Amount** | Principal/and or Interest Payment | Outstanding Late Charges |
|----------------------------------|--|-----------------------------------|--------------------------|
| Interest Only Payment *** | \$2,629.77 | \$2,229.77 | \$557.45 |
| 15-Year Amortized Payment Choice | This Payment Choice is not available this month. | | |
| Amortized Payment Choice | This Payment Choice is not available this month. | | |

Please note: Amounts above may change based on payments made, received or returned before or after this statement was created.
 **Outstanding late charges up to \$400.00 are reflected in the payment choice amount.
 *** The Amortized & 15-year Amortized Payment Choice (Amortized Payment Choices) amounts are based on the assumption that these payments will always be received on the scheduled due date. You are not required to pay these amounts. The extra amount of Principal included with each of these alternative Amortized Payment Choices will be applied as a partial Prepayment of Principal on the date the payment is received. The interest portion of your payment will be applied as of the scheduled due date. The Amortized Payment is similar to, but not identical to the Interest and Principal payment that you will be required to make after the interest-Only Period ends. When that happens, your Interest and Principal payments will be applied to your loan as of the scheduled due date. The Amortized Payment Choices will reduce your principal balance and the amount of interest you will pay over the life of this loan. These Amortized Payment Choices are provided to you as an additional service, but by no means are you limited to these choices when it comes to the amount of partial prepayments of principal that you may select on your own.
 IMPORTANT NOTE: Be sure you review any prepayment penalty provision you may have in your loan. Depending on the amount of any partial Prepayments and when you make them, you may owe a prepayment charge at the time you payoff your loan.

Your Home Loan Snapshot as of November 26, 2008

| | | | |
|-------------------|---------------------------|---|-------------|
| Loan type | 30 Yr Fixed Interest Only | Payment Due Date: | 12/01/2009 |
| Principal balance | \$411,649.50 | Past Due Payment Amount | \$11,348.10 |
| Interest rate | 6.500% | Fees Due | \$151.00 |
| | | Late Charge if payment is received after 12/16/2008 | \$111.00 |

We may charge you a fee for any payment returned or rejected by your financial institution.

Countrywide is required by law to inform you that this communication is from a debt collector.

HomeSaver PAYMENT FORBEARANCE AGREEMENT

Investor Loan

Forbearance Agreement Effective Date: 7/18/2009

Borrower ("I"):

Servicer ("Servicer"): BAC Home Loans Servicing, LP

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 3/17/2006

Loan Number:

Property Address ("Property"): 3320 HUNTER LN, CARMICHAEL, CA 95608

The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined herein have the meaning given to them in the Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Servicer, the Servicer will send me a fully executed copy of this Agreement. This Agreement will not take effect unless and until both I and the Servicer sign it and Servicer provides me with a copy of this Agreement with the Servicer's signature.

1. **My Representations.** I certify, represent to Servicer and agree:

- A. I am unable to afford my Mortgage payments and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have access to sufficient liquid assets to make the scheduled monthly Mortgage payments under my Loan Documents now or in the near future;
- B. The occupancy status of the Property is as indicated below (circle most appropriate option):
 - a. I live in the Property as my principal residence.
 - b. I use the Property as a second home.
 - c. I use the Property as rental property.
 - d. I live in one unit of the Property and rent other units.
- C. I have not sold or otherwise transferred ownership of the Property since I signed the Loan Documents and the Property has not been condemned;
- D. I am providing or already have provided documentation for all income that I receive (except that I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for this HomeSaver Forbearance.)
- E. All documents and information I have provided to Servicer pursuant to this Agreement, including the documents and information regarding my eligibility for the HomeSaver Forbearance program, are true and correct; and
- F. All borrowers on the Note, except any deceased borrowers, have signed this Agreement.

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



2. **The Payment Deferral Agreement.** On or before each of the following due dates, I will pay the Servicer the amount set forth below ("Deferral Period Payment").

| Deferral Period Payment No. | Deferral Period Payment | Due Date On or Before |
|--------------------------------|----------------------------|--------------------------|
| 1 | \$1,333.03 | 7/18/2009 |
| 2 | \$1,333.03 | 9/1/2009 |
| 3 | \$1,333.03 | 10/1/2009 |
| 4 | \$1,333.03 | 11/1/2009 |
| 5 | \$1,333.03 | 12/1/2009 |
| 6 | \$1,333.03 | 1/1/2010 |

During the period (the "Deferral Period") commencing on the date of this Agreement and ending on the earlier of: (i) 6 months from the execution date by Servicer; (ii) execution of an agreement with Servicer for another resolution of my default under my Loan Documents, for example, a modification, pre-foreclosure sale or deed in lieu of foreclosure; or (iii) my default under the terms of this Agreement.

I understand and acknowledge that:

- A. **Foreclosure Activity.** The Servicer will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Agreement. If this Agreement terminates, however, then any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by Applicable Law;
- B. **Application of Payments.** The Servicer will hold the payments received during the Deferral Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my Loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Servicer and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full. Upon termination of this Agreement, if I have not entered into another agreement with Servicer to cure or otherwise resolve my default under the Loan Document or reinstated my Loan in full, the Servicer will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Agreement and not yet applied to my Loan as described above shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me.
- C. **Additional Assistance.** During the Deferral Period, Servicer will review my Loan to determine whether additional default resolution assistance can be offered to me. At the end of the Deferral Period either (1) I will be required to recommence my regularly scheduled payments and to make additional payment(s), on terms to be determined by Servicer, until all past due amounts owed under the Loan documents have been paid in full, (2) I will be required to reinstate my Loan in full, (3) Servicer will offer to modify my Loan; (4) Servicer will offer me some other form of payment assistance or alternative to foreclosure, on terms to be determined solely by Servicer with the approval of the investors or insurers on my Loan, or (5) if no feasible alternative can be identified, Servicer may commence or continue foreclosure proceedings or exercise other rights and remedies provided Servicer under the Loan Documents.
- D. **No Modification.** I understand that the Agreement is not a forgiveness of payments on my Loan or a modification of the Loan Documents. I further understand and agree that the Servicer is not obligated or bound to make any modification of the Loan Documents or provide any other alternative resolution of my default under the Loan Documents.
- E. **Late Charges.** Unless otherwise expressly prohibited by Applicable Law, late charges will be assessed against me until the Deferred Payments have been paid in full and my Loan is brought completely current under my Loan documents, even if I make timely payments in accordance with this Agreement.



09/22/2009 18:59 FAX 9162440327

VU

001

**Palm Estates Mortgage, Inc
6728 Fair Oaks Blvd #404
Carmichael, CA 95608
(916) 761-8471**

THREE DAY NOTICE TO QUIT

To Thach Qui Bui and Loan Thi Kim Vu
And All Occupants in Possession
5009 Felicia Way
Elk Grove, CA 95758

NOTICE IS HEREBY GIVEN that "Palm Estates Mortgage, Inc", "Owner" has purchased the property known as **5009 Felicia Way Elk Grove CA 95758 (A.P.N. 119-1290-055-0000)** at a Trustee's Sale held September 21, 2009 and the title has been duly perfected.

NOTICE IS FURTHER GIVEN that within three (3) days after service upon you of this notice, you must deliver up possession of the premises you occupy at **5009 Felicia Way Elk Grove CA 95758** to owner. If you fail to deliver up possession within the three day period, legal proceedings will be commenced against you to recover possession and a judgment for damages for your unlawful detention of the property.

Dated: September 22, 2009

Palm Estates Mortgage, Inc - Owner

By: 
James York, President

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the three Day Notice to Quit, of which this is a true copy, on Thach Qui Bui and Loan Thi Kim Vu and all occupants in possession, in the manner indicated below:

- On September __, 2009, I handed the Notice to the occupant.
- I Handed the Notice to a person of suitable age and discretion at the occupant's residence on September __, 2008 and mailed a copy to the occupant at occupant's residence on September __, 2009.
- I posted the Notice in a conspicuous place on the door of the occupant's residence on September 22, 2009 and mailed a copy to the occupant at occupant's residence on September 22 2009.

Dated: 9-22-09

Signed 



Home Loan Statement January 2009

Customer Service: Toll free 1.866.926.1007 Se habla español
TDD: Dial 7-1-1 for relay assistance
www.wamu.com

Statement Date: January 28, 2009
Activity Since: December 29, 2008
Your Loan Number: 3061897223

#BWNCLNN
#3930619897922395#
20092901 B 1-2

20021627

SACRAMENTO CA 95828-4737



Your Property and Loan Information

Property Address: SACRAMENTO CA 95828
Principal Balance: \$ 385,252.91
Interest Rate: 4.84700%
Escrow Balance: \$ 0.00
Unpaid Interest, Loan to Date: \$ 31,664.78

Your Next Payment

Next Payment Due: March 01, 2009
Required Note Payment: \$ 1,364.83
Escrow: \$ 0.00
Current Payment: \$ 1,364.83
Minimum Payment :* \$ 1,364.83

Additional Payment Options:

Each of the following payment options will include an Escrow Payment and/or Late Charges, when applicable.

- 1. Minimum Due: \$ 1,364.83
- 2. Interest Only Payment: \$ 1,556.10
- 3. Full Principal and Interest Payment: \$ 2,127.89
(based on the remaining scheduled term of your loan)
- 4. Full Principal and Interest Payment: \$ 3,497.98
(based on a 15-year term)

Important Messages

Your WaMu account was recently acquired by JPMorgan Chase Bank, N.A. See enclosed Privacy Policy. If you are a new Chase customer you need to contact us to exercise your privacy preferences.

* To avoid a late charge of \$68.24, we must receive at least the Total Minimum Due, and any escrow deposits and/or past-due payments by 03/16/09 during our business hours. If this date falls on a weekend or holiday, your payment must be received by the next business day.

Paying only the Minimum Payment may cause your outstanding principal balance to increase. Explanations of your payment options and Recent Account Activity are on the reverse of this statement.

Did You Know?

For details about your home loan, visit us at www.wamu.com. Check recent transactions, order copies of your loan documents, view your current principal balance, or use one of the many helpful loan calculators. If you're a first time user, simply click on "My Home Loan" and follow the prompts to register by selecting a User ID and Password.

Adjustable Rate Mortgage Information

Index Value: 1.82200
Margin: 3.02500
For Payment Due: March 01, 2009
Interest Rate: 4.84700%

Year to Date Account Activity

Principal Paid: \$ 264.31-
Interest Paid: \$ 1,629.14
Property Taxes Paid: \$ 0.00
Insurance Paid: \$ 0.00

HOME LOAN STATEMENT JANUARY 2009

7760 8407

JEG

001

07

B

290901

PAGE 1 of 2

COLD056C

Washington Mutual Bank

908-B



20021627

WAMU-LN# 3061897223





Page 3

Loan Number: 3061897223

TRIAL PLAN AGREEMENT

- * Your loan is now due for the months of 05/09 to 06/09.
- * You must send \$0.00 to reduce your total delinquency.
- * We must receive the initial payment of \$1093.25 along with your signed Trial Plan Agreement ("Agreement") by 08/01/09. After that, the payment schedule outlined below must be followed. If you do not make your payments on time, or if any of your payments are returned for non-sufficient funds, this Agreement will be in breach and collection and/or foreclosure activity will resume.

Your payments must be received in our office on or before the following dates:

\$1093.25 09/01/09
 \$1093.25 10/01/09

Payments are subject to change due to escrow analysis and or interest rate changes, if applicable. If you are notified of a payment adjustment, please contact our office immediately so we can adjust the terms of your Agreement accordingly. If all payments are made as scheduled, we will reevaluate your application for assistance and determine if we are able to offer you a permanent workout solution to bring your loan current.

All of the original terms of your loan remain in full force and effect, unless specifically mentioned within this Agreement. If any part of this Agreement is breached, Washington Mutual has the option to terminate the Agreement and begin or resume foreclosure proceedings pursuant to your loan documents and applicable law.

You acknowledge that in the event you file a petition in bankruptcy, Washington Mutual may elect to take any and all actions necessary, including, but not limited to voiding this Agreement, filing a Motion for relief from the automatic stay or a Motion to dismiss or any permitted state law remedies, which in Washington Mutual's judgment are reasonably necessary to secure or protect our security, the value of the security and/or to enforce our rights under the original terms of your loan.

I/We agree to the above Agreement and will make payments as outlined above. I/We understand that foreclosure action can be taken if the terms of this Agreement are not met.

[Handwritten Signature]

Date

Jul 27 2009

LO-IM036-003-P2H.5797.071006

08/10/2009 16:48

#0152 P.001 /008

Wachovia Mortgage
P.O. Box 668668
San Antonio, TX 78267-4668

August 4, 2009

Loan Number: 00234

WACHOVIA**Re: Modification Agreement**

Dear K JR. and J

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 \$441.85. The Modification Agreement must be signed, without any alterations, changes or deletions, by all borrowers and received by Wachovia Mortgage no later than August 14, 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.

Date of this Agreement: August 4, 2009
 Note known as Loan Number: 0023401268
 Property Address: 10540 GLENVIEW WAY
 RANCHO CORDOVA, CA 95670
 Existing Principal Balance: \$ 154,134.03
 Return Date for this Agreement: August 14, 2009

*That's
 \$ 30,000 principal
 Reduction.*

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 31, 2009
 \$ 123,307.22
 September 1, 2049*

| Payment Due Date | Payment (Interest Only) | Interest Rate | Interest Rate Eff. Date |
|--|-------------------------|---------------|-------------------------|
| 10/01/2009 | \$ 441.85 | 4.300% | 09/01/2009 |
| 10/01/2010 | \$ 454.70 | 4.425% | 09/01/2010 |
| 10/01/2011 | \$ 467.54 | 4.550% | 09/01/2011 |
| 10/01/2012 | \$ 480.39 | 4.675% | 09/01/2012 |
| 10/01/2013 | \$ 493.23 | 4.800% | 09/01/2013 |
| 10/01/2014 | \$ 506.08 | 4.925% | 09/01/2014 |
| e. <u>Principal and Interest</u> Payment for the remaining term of the Loan: | | | |
| 10/01/2015 | \$ 633.10 | 5.051% | 09/01/2015 |

Aug-04-2009 12:50pm From-Medico Records/Mail Room

T-707 P 005/017 F-508



WELLS FARGO HOME MORTGAGE
PO Box 4547
Des Moines, IA 50306-3547

ESCROW DISCLOSURE STATEMENT AND NOTICE OF NEW MORTGAGE PAYMENT

Customer Service: (800) 340-0473
TTY Deaf/Hard of Hearing: (800) 934-9998

Customer Service Hours:
Mon-Fri 8am to 10pm
Saturday 8am to 2pm
Central Time

012851 / INQ

13947 SE 131ST AVE
CLACKAMAS OR 97015-6273

Loan Number: 015368

Disclosure Statement Date: 06/16/09
Next Monthly Payment Due: 02/01/09

Client#: 708

2,758.51

| <p>New Payment Effective Date: (if the delinquency is resolved) 09/01/08</p> | | <p>Each year Wells Fargo Home Mortgage reviews your escrow account to determine if the current monthly payment amounts are sufficient to cover your projected property taxes and/or insurance premiums. Increases or decreases in your annual tax and/or insurance amounts may cause your monthly mortgage payment to change. Your monthly mortgage payment may also change if your loan totals include an adjustable rate feature or buydown assistance.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|---|--------------|-------------------|---------------------------|--|-------------|---------------------------|--|--------------------|----------------------|-------------------|------------------|--------|-------------------|--|--|-----------|----------|--------|--------|--|--|---------|----------|--------|--------|----------|--------------|-----------|--------|--------|--------|--|--|-----------|----------|--------|--------|--|--|-----------|----------|--------|--------|--|--|-----------|----------|--------|--------|--|--|-----------|----------|--------|--------|--|--|-----------|----------|--------|--------|--|--|-----------|----------|--------|--------|--|--|-----------|----------|--------|--------|--|--|---------|----------|--------|--------|--|--|---------|----------|--------|--------|--------|------------|-----------|----------|--------------|-----------------|-----------------|--|--|--|
| <p>Current Monthly Payment</p> | <p>New Monthly Payment</p> | <p>Your loan is currently delinquent, however should you reinstate your loan or otherwise become current, your new loan payment will be adjusted due to the escrow shortage as described herein.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Principal &/or Interest 1,935.39 Escrow 34.60 Projected Shortage 417.32 Total Payment \$1,969.99</p> | <p>1,935.39 405.80 417.32 \$2,758.51</p> | <p>The section below reflects the anticipated escrow activity for the coming 12 months. See the reverse side for actual escrow history. Projected figures are based on information provided by sources which may include: the last tax or insurance payments disbursed, or figures provided to Wells Fargo Home Mortgage by your closing agent.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>If you are enrolled in one of our automated payment programs, the draft(s) for your 09/01/2009 payment will be updated to accommodate the new amount. If your payments are remitted on your behalf by another provider, please notify them of the change in payment.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Low Point Summary</p> <p>*Your Allowable Low Point is the amount allowed by the Real Estate Settlement Procedures Act (RESPA), your mortgage loan documents, or by state law, if applicable. (excludes Mortgage Ins)</p> <p>Projected Low Point 4,196.21- Allowable Low Point (-) 811.60 Escrow Shortage (=) \$5,007.81 (Divided by 12 Months) 417.32</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Anticipated Escrow Disbursements</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Items to be paid from your escrow account:</p> <p>COUNTY TAX 3,937.74 HAZARD INS 931.85 Total Disbursement(s) \$4,869.59</p> <p>Monthly Escrow Deposit: \$405.80</p> <p>Your Monthly Deposit was calculated by dividing the Total Disbursement(s) by 12.</p> | | <p>Escrow Account Projection for the Coming Year</p> <table border="1"> <thead> <tr> <th rowspan="2">Month</th> <th colspan="2">Anticipated Activity</th> <th rowspan="2">Description</th> <th colspan="2">Escrow Balance Comparison</th> </tr> <tr> <th>Payments To Escrow</th> <th>Payments From Escrow</th> <th>Projected Balance</th> <th>Required Balance</th> </tr> </thead> <tbody> <tr> <td>SEP/09</td> <td colspan="2">Beginning Balance</td> <td></td> <td>1,070.07-</td> <td>3,937.74</td> </tr> <tr> <td>SEP/09</td> <td>405.80</td> <td></td> <td></td> <td>664.27-</td> <td>4,343.54</td> </tr> <tr> <td>OCT/09</td> <td>405.80</td> <td>3,937.74</td> <td>COUNTY TAXES</td> <td>4,196.21-</td> <td>811.60</td> </tr> <tr> <td>NOV/09</td> <td>405.80</td> <td></td> <td></td> <td>3,790.41-</td> <td>1,217.40</td> </tr> <tr> <td>DEC/09</td> <td>405.80</td> <td></td> <td></td> <td>3,384.61-</td> <td>1,623.20</td> </tr> <tr> <td>JAN/10</td> <td>405.80</td> <td></td> <td></td> <td>2,978.81-</td> <td>2,029.00</td> </tr> <tr> <td>FEB/10</td> <td>405.80</td> <td></td> <td></td> <td>2,573.01-</td> <td>2,434.80</td> </tr> <tr> <td>MAR/10</td> <td>405.80</td> <td></td> <td></td> <td>2,167.21-</td> <td>2,840.60</td> </tr> <tr> <td>APR/10</td> <td>405.80</td> <td></td> <td></td> <td>1,761.41-</td> <td>3,246.40</td> </tr> <tr> <td>MAY/10</td> <td>405.80</td> <td></td> <td></td> <td>1,355.61-</td> <td>3,652.20</td> </tr> <tr> <td>JUN/10</td> <td>405.80</td> <td></td> <td></td> <td>949.81-</td> <td>4,058.00</td> </tr> <tr> <td>JUL/10</td> <td>405.80</td> <td></td> <td></td> <td>544.01-</td> <td>4,463.80</td> </tr> <tr> <td>AUG/10</td> <td>405.80</td> <td>931.85</td> <td>HAZARD INS</td> <td>1,070.06-</td> <td>3,937.75</td> </tr> <tr> <td>Total</td> <td>4,869.60</td> <td>4,868.59</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>*Allowable Low Point Balance</p> | | Month | Anticipated Activity | | Description | Escrow Balance Comparison | | Payments To Escrow | Payments From Escrow | Projected Balance | Required Balance | SEP/09 | Beginning Balance | | | 1,070.07- | 3,937.74 | SEP/09 | 405.80 | | | 664.27- | 4,343.54 | OCT/09 | 405.80 | 3,937.74 | COUNTY TAXES | 4,196.21- | 811.60 | NOV/09 | 405.80 | | | 3,790.41- | 1,217.40 | DEC/09 | 405.80 | | | 3,384.61- | 1,623.20 | JAN/10 | 405.80 | | | 2,978.81- | 2,029.00 | FEB/10 | 405.80 | | | 2,573.01- | 2,434.80 | MAR/10 | 405.80 | | | 2,167.21- | 2,840.60 | APR/10 | 405.80 | | | 1,761.41- | 3,246.40 | MAY/10 | 405.80 | | | 1,355.61- | 3,652.20 | JUN/10 | 405.80 | | | 949.81- | 4,058.00 | JUL/10 | 405.80 | | | 544.01- | 4,463.80 | AUG/10 | 405.80 | 931.85 | HAZARD INS | 1,070.06- | 3,937.75 | Total | 4,869.60 | 4,868.59 | | | |
| Month | Anticipated Activity | | Description | | Escrow Balance Comparison | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Payments To Escrow | Payments From Escrow | | Projected Balance | Required Balance | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SEP/09 | Beginning Balance | | | 1,070.07- | 3,937.74 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SEP/09 | 405.80 | | | 664.27- | 4,343.54 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OCT/09 | 405.80 | 3,937.74 | COUNTY TAXES | 4,196.21- | 811.60 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NOV/09 | 405.80 | | | 3,790.41- | 1,217.40 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DEC/09 | 405.80 | | | 3,384.61- | 1,623.20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| JAN/10 | 405.80 | | | 2,978.81- | 2,029.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FEB/10 | 405.80 | | | 2,573.01- | 2,434.80 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MAR/10 | 405.80 | | | 2,167.21- | 2,840.60 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| APR/10 | 405.80 | | | 1,761.41- | 3,246.40 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MAY/10 | 405.80 | | | 1,355.61- | 3,652.20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| JUN/10 | 405.80 | | | 949.81- | 4,058.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| JUL/10 | 405.80 | | | 544.01- | 4,463.80 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AUG/10 | 405.80 | 931.85 | HAZARD INS | 1,070.06- | 3,937.75 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total | 4,869.60 | 4,868.59 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>These calculations indicate the projected escrow balance will be less than the allowable low point. The resulting shortage is \$5,007.81. If you choose to pay your shortage in full, your new monthly payment will be \$2,341.19.</p> <p>When you send in a check to make your payment, Wells Fargo Bank, N.A. may clear the check electronically. Receipt of your check at the address listed on your payment coupon will authorize us to process your payment as an electronic debit to the checking account on which the check was written.</p> <p>Your escrow account history is located on the back.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Investor Loan # 346684358

**HOME AFFORDABLE MODIFICATION PROGRAM
LOAN TRIAL PERIOD
(Step One of Two-Step Documentation Process)**

Loan Trial Period Effective Date: 10/01/2009
Borrower ("I"):
Lender: Wells Fargo Home Mortgage
Date of first lien Security Instrument and Note: 6/29/2006
Loan Number: 708-0153687801
Property Address: 13101 Se Normandy Dr Clackamas, OR 97015

If I am in compliance with this Loan Trial Period and my representations in Section 1 continue to be true in all material respects, then the Lender will provide me with a Loan Modification Agreement, as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan. I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

1. **My Representations.** I certify, represent to Lender and agree:
 - A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
 - B. I live in the Property as my principal residence, and the Property has not been condemned;
 - C. There has been no change in the ownership of the Property since I signed the Loan Documents;
 - D. I am providing or already have provided documentation for all income that I receive (except that I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);
 - E. Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
 - F. If Lender requires me to obtain credit counseling, I will do so.
 - G. If I have been discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Plan. I understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents or to execute the Modification Agreement if the Lender has not received an acceptable title endorsement and/or subordination agreements from other lien holders, as necessary, to ensure that the modified mortgage Loan retains its first lien position and is fully enforceable.

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

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2. **The Loan Trial Period.** On or before each of the following due dates, I will pay the Lender the amount set forth below \$2,202.25, which includes payment for Escrow Items, including real estate taxes, insurance premiums and other fees, if any, of U.S. \$456.65.

| Trial Period Payment # | Trial Period Payment | Due Date On or Before |
|------------------------|----------------------|-----------------------|
| 1 | \$2,202.25 | 10/01/2009 |
| 2 | \$2,202.25 | 11/01/2009 |
| 3 | \$2,202.25 | 12/01/2009 |
| | | |

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period 10/1/2009-12/1/2009 commencing on 10/1/2009 and ending on the earlier of: (i) the first day of the month following the month in which the last Trial Period Payment is due 1/1/2010 or (ii) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Plan;
- B. Except as set forth in Section 2.C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by applicable law;
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the lender may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E. When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents;
- F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and
- G. I understand that the Plan is not a modification of the Loan Documents and that the Loan Documents will not be modified unless and until (i) I meet all of the conditions required for modification, (ii) I receive a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Plan. If under the Lender's procedures, title endorsement(s) and/or subordination agreement(s) are required to ensure that the modified Loan Documents retain first lien position and are fully enforceable, I understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents or to execute the Modification Agreement if the Lender has not received acceptable title endorsement(s) and/or subordination agreement(s) from other lien holders, as Lender determines necessary.

3. **The Modification.** I understand that once Lender is able to determine the final amounts of unpaid interest and any other delinquent amounts (except late charges) to be added to my loan balance and after deducting from my loan balance any remaining money held at the end of the Trial Period under Section 2.D. above, the Lender will determine the new payment amount. If I comply with the

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requirements in Section 2 and my representations in Section 1 continue to be valid. In the event, in the future, the Lender will send me a Modification Agreement for my signature which will modify my Loan Documents as necessary to reflect this new payment amount and waive any unpaid late charges accrued to date. The Modification Agreement will provide that, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the loan. Upon execution of a Modification Agreement by the Lender and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Lender and me for the remaining term of the loan.

4. **Additional Agreements.** I agree to the following:

- A. That, unless a borrower or co-borrower is deceased, all persons who signed the Loan Documents have signed this Plan.
- B. To comply, except to the extent that they are modified by this Plan, with all covenants, agreements, and requirements of Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my loan.
- C. That this Plan constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account.
- D. That all terms and provisions of the Loan Documents remain in full force and effect; nothing in this Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents. The Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.
- E. Notwithstanding anything herein to the contrary, if my final two trial period payments are received by Wells Fargo Home Mortgage after the close of business on the 15th calendar day of the last month of the Trial Period but before the end of the Trial Period, I agree that the Trial Period shall be extended by one calendar month (the "Additional Trial Period"). I agree to abide by all terms and provisions of this Trial Period during the additional Trial Period. In addition, I agree to make a Trial Period Payment in the amount of \$2,202.25 no more than 30 days after the last due date listed in the chart in Section 2 above.

In Witness Whereof, the Lender and I have executed this Plan.

 Borrower (Seal)

 Date
 _____ (Seal)
 Borrower

 Date

***** DO NOT REMOVE *****
For Lender Use Only