

FEB. 25. 2011 8:27AM

WELLS FARGO HOME MTG

NO. 711 P. 41/72



Wells Fargo Home Mortgage  
MAC X4501-05W  
2051 Killebrew Drive  
Bloomington, MN 55425

February 24, 2011  
Loan Num:

**Borrower Acknowledgements, Agreements, and Disclosures**

Fair Debt Collections Practices Act (FDCPA)  
Wells Fargo Bank, N A is required by the Fair Debt Collections 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, Wells Fargo Bank, N A will only exercise its right against the property and is not attempting any act to collect the discharge debt from you personally.

California Rosenthal Verbiage  
With respect to loans located in the State of California, the state Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats or violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

Bankruptcy Disclosure  
If you have received a discharge and the loan was not reaffirmed in the bankruptcy case, we will only exercise our rights against the property and are not attempting any act to collect the discharged debt from you personally.

Escrow Payment Disclosure  
If applicable, your escrow shortage may not be fully included in the modification terms. The escrow payment may be subject to an additional increase in the future. Your loan may be analyzed after the terms of the modification are met. You will receive a notice regarding any additional increase to the escrow payment.

Title Report  
In certain instances, a Title Report will be required. The Title Report will validate the Mortgage/Deed of Trust will remain in first lien position. In the event the modification request is canceled or denied, your loan may be assessed with a title search fee up to \$150.00.

Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N.A.

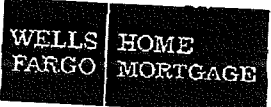


02/25/2011 7:48AM (GMT-07:00)

FEB. 25. 2011 8:27AM

WELLS FARGO HOME MTG

NO. 711 P. 42/72



Wells Fargo Home Mortgage  
MAC X4501-05W  
2051 Killebrew Drive  
Bloomington, MN 55425

February 24, 2011

LOAN MODIFICATION SETTLEMENT STATEMENT

CUSTOMER INFORMATION:  
Loan Number:  
Property Address:

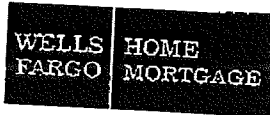
TOTAL AMOUNT DUE PRE-MODIFICATION	
Principal	
Interest	\$ 327,557.49
Escrow	\$ 27,842.43
Late Fees/NSF Fees	\$ 6,286.93
Recoverable Expenses*	\$ 1,601.12
Less Funds Already on Deposit	\$ 2,670.35
	(\$ 0.00)
Total Amount Due Pre-Modification	\$ 365,958.32
AMOUNTS INCLUDED (Capitalized in the Modification):	
Interest	
Escrow	\$ 27,842.43
Recoverable Expenses*:	\$ 3,828.21
Total Capitalized Amount	\$ 2,456.35
	\$ 34,126.99

LM555/S3C/Pg.1  
\*\*Continue to next page\*\*

Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N.A.



FEB. 25. 2011 8:27AM WELLS FARGO HOME MTG



NO. 711 P. 43/72

Wells Fargo Home Mortgage  
 MAC X450L-05W  
 2051 Killebrew Drive  
 Bloomington, MN 55425

OUTSTANDING BALANCES:

Principal		
Interest	\$	361,684.48
Escrow	\$	0.00
Late Fees/NSF Fees	\$	2,458.72
Recoverable Expenses*	\$	1,601.12
Amt Applied to 1st Modified Pymt as shown on page 2	\$	214.00
Less Funds from Borrower	\$	0.00
Less Amount for Adjustments	(\$)	0.00)
	(\$)	1,815.12)
<b>TOTAL AMOUNT OWED AFTER MODIFICATION</b>	\$	<b>364,143.20</b>

\* Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation / Property Inspections

NOTE: Upon completion of your loan modification, a letter will be provided to you with a detailed breakdown of the outstanding balance of \$2458.72 that are still due and payable on your loan. You are responsible for making payment arrangements for the amount outstanding.

TERMS OF THE MODIFICATION:

	<u>Pre-Modification</u>	<u>Modified</u>
Unpaid Principal Balance	\$ 327,557.49	\$ 361,684.48
Interest Rate	6.00000%	4.875%
Monthly Principal & Interest Payment	2,001.30	1,714.19
Maturity Date	04-38	03/01/2051
First Modified Payment Due Date		04/01/2011
New Term (months)		480
<b>1st MODIFIED PAYMENT DUE</b>		
First Modified Payment Amount		\$ 2,078.85
Amount Applied Towards 1st Mod Payment Due		\$ 0.00
Amount owed by you on 04/01/2011		\$ 2,078.85

Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N.A.



FEB. 25. 2011 8:28AM

WELLS FARGO HOME MTG

NO. 711 P. 44/72



Wells Fargo Home Mortgage  
MAC X4501-05W  
2051 Killebrew Drive  
Bloomington, MN 55425

MODIFICATION AGREEMENT  
LOAN NUMBER  
PROPERTY ADDRESS

Borrower's Representations

THIS LOAN MODIFICATION AGREEMENT made on February 24, 2011, by and between (the "Borrower(s)") and Wells Fargo Bank, N A (the "Lender") amends and supplements that certain Note and Mortgage or Deed of Trust dated 03/20/2008.

WHEREAS, Borrower has requested, and Lender has agreed, to modify the terms of the Note and Security Instrument as follows:

1. Borrower filed for relief under Chapter 07 of the United States Bankruptcy Code on 11/03/2009.
2. Borrower received a discharge pursuant to the United States Bankruptcy Code on 05/13/2010.
3. Prior to filing for relief under the United States Bankruptcy Code, Borrower agreed to pay for the Property over time, pursuant to the Note and Security Instrument between Lender and Borrower. Such agreement granted Lender a valid security interest and an enforceable lien on the Property.
4. Borrower, during the course of the bankruptcy case referenced above, never reaffirmed the debt from the Borrower to Lender.
5. Borrower desires to retain the Property, and acknowledges that Lender's security interest and lien are still valid and enforceable.
6. Borrower acknowledges and understands that he/she is not obligated to enter into this Agreement.
7. Borrower acknowledges that he/she is entering into this Agreement at Borrower's request, voluntarily and with no coercion or pressure from Lender, for the sole purpose of retaining the Property and that Borrower has no personal obligation to repay the debt secured by the Property which was discharged in bankruptcy.  
(AFTER READING THIS PARAGRAPH, BORROWER MUST INITIAL HERE.)
8. Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien under the appropriate circumstances.
9. Borrower acknowledges that, absent this Agreement, Lender is entitled to enforce its security interest in the Property, and to foreclose and dispose of the Property in accordance with the Security Instrument and applicable state law.

Lender's Representations

10. Lender acknowledges (1) that Borrower has received a discharge in bankruptcy, (2) that the debt from the Borrower to Lender has been discharged and (3) that Borrower has no personal obligation to pay the debt secured by the Property.
11. Lender, despite such discharge, retains a valid and enforceable security interest in and lien on the Property.
12. Absent this Agreement, Lender is entitled to enforce its security interest in the Property.

Together we'll go far

Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N.A.

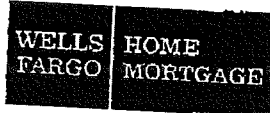


02/25/2011 7:48AM (GMT-07:00)

FEB. 25. 2011 8:28AM

WELLS FARGO HOME MTG

NO. 711 P. 45/72



Wells Fargo Home Mortgage  
MAC X4501-05W  
2051 Killebrew Drive  
Bloomington, MN 55425

Page 2 - Modification Agreement

13. Borrower has requested that Lender allow him/her to retain the Property and Lender has agreed to such request, in exchange for Borrower's payment to Lender of the debt secured by the Property in the manner specified herein.

THEREFORE, in consideration of the mutual representations and the other consideration expressed herein, Borrower and Lender jointly agree as follows:

1. Borrower desires to retain, and Lender agrees to allow Borrower to retain, the Property under the conditions in this Agreement.
2. Borrower and Lender agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder.
3. Borrower and Lender acknowledge and agree that this Modification Agreement does not affect the discharge of the Borrower's personal liability on the debt.
4. Borrower acknowledges that the Lender has incurred, paid, or otherwise advanced taxes, insurance premiums, and other expenses necessary to protect or enforce its security interest in the Note and Security Instrument, and that such costs and expenses, together with accrued interest, in the total amount of \$34,126.99 have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of 04/01/2011, the amount, including the amounts which have been added to the indebtedness, payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$361,684.48.
5. Borrower shall pay the Modified Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the unpaid principal balance at the yearly rate of 4.875%, beginning 03/01/2011. The Borrower shall make monthly payments of principal and interest of U.S. \$1,714.19 (not including escrow deposit), beginning on 04/01/2011 and continuing thereafter on the same day of each succeeding month until Lender has received all principal and interest payable under the Note and Security Instrument. If on 03/01/2051 (the "Modified Maturity Date"), there are still amounts due and owing under the Note and Security Instrument, as amended by this Modification, the Borrower will pay these amounts on the Modified Maturity Date. The Borrower will make such payments at Lender or at such other place as the Lender may require.
6. Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, <sup>together with</sup> as discharged in bankruptcy. (BORROWER MUST INITIAL HERE)

Wells Fargo Home Mortgage is a Division of Wells Fargo Bank, N.A.

FEB. 25. 2011 8:28AM

WELLS FARGO HOME MTG

NO. 711 P. 46/72



Wells Fargo Home Mortgage  
MAC X4501-05W  
2051 Killebrew Drive  
Bloomington, MN 55425

Page 3 - Modification Agreement


7. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Modification Agreement, the Borrower(s) agree as follows:

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate possession of the Property secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Modification Agreement.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must cure this default pursuant to the terms of the Security Instrument. If Borrower fails to cure the default prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower. Lender's rights and remedies extend only to the Property, and any action related to the Property itself and not to recovery of any amount owed to Lender under the Note which has been discharged in bankruptcy.

8. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, included without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that are required by the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the effective date of this Modification Agreement:

- (a) All terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) All terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- (c) All terms and provisions of the Note and Security Instrument that provide that Borrower is personally liable to pay the debt secured by the Property.

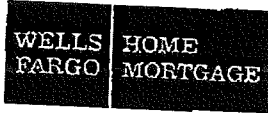
9. If Borrower fails to pay Lender the amount due and owing or to pay any monthly payment on the dates above, Borrower shall surrender the Property to Lender. If Borrower fails or refuses to surrender the Property to Lender, Lender may exercise any and all remedies to recover the Property as may be available together with the right to its security interest and lien and apply 

Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N.A.

FEB. 25. 2011 8:29AM

WELLS FARGO HOME MTG

NO. 711 P. 47/72



Wells Fargo Home Mortgage  
MAC X4501-05W  
2051 Kilbuck Drive  
Bloomington, MN 55425

Page 4 - Modification Agreement

remedies may include the recovery of reasonable attorney's fees actually incurred, plus legal expenses and expenses for entering on the Property to make repairs in any foreclosure action filed to enforce the Lender lien. Lender's rights and remedies extend only to the Property, and any action related to the Property itself and not to recovery of any amount owed to Lender under the Note which has been discharged in bankruptcy.

- 10. This Agreement shall be construed pursuant to the laws of the state in which the property is located.
- 11. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO BE A WAIVER OF THE BORROWER'S DISCHARGE, AN ATTEMPT TO COLLECT AGAINST THE BORROWER PERSONALLY, OR AN ATTEMPT TO REVIVE PERSONAL LIABILITY.
- 12. Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

**CORRECTION AGREEMENT.** The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants Wells Fargo Bank, N A, 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)

\_\_\_\_\_/Date

\_\_\_\_\_/Date

Wells Fargo Bank, N A, Officer/Date \_\_\_\_\_

Together we'll go far

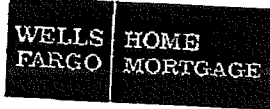


Wells Fargo Home Mortgage is a division of Wells Fargo Bank N.A.

FEB. 25. 2011 8:27AM

WELLS FARGO HOME MTG

NO. 711 P. 38/72



Wells Fargo Home Mortgage  
MAC X4501-05W  
2051 Killebrew Drive  
Bloomington, MN 55425

February 24, 2011

Dear

RE: Loan Number Client

This letter will confirm our conversation where we agreed to a modification of your mortgage loan.

In order to complete the modification, we will need you to complete the required steps outlined below:

- Sign the original Loan Modification Agreement where required.
- Have the original Loan Modification Agreement Notarized where required.
- Return all pages of the original Loan Modification Agreement.
- Sign the Truth-in-Lending Statement, if enclosed with your Loan Modification Agreement.
- Provide the payment in the amount of \$0.00, which will be applied towards the unpaid balances. Information about this payment amount is listed on the Loan Modification Settlement Statement as "Funds from Borrower".
- Sign the notice of Special Flood Hazard Area (SFHA), if enclosed with your Loan Modification Agreement.
- Return ALL of the above documents along with the payment, if required, within ten (10) days from the date of this letter in the enclosed, self-addressed, prepaid express mail envelope to the address provided below:

1000 Blue Gentian Rd, Ste. 300, MAC X9999-01N  
Eagan, MN 55121

NOTE: All mortgagors need to sign their name as it is printed on the documents. If one of the mortgagors listed should NOT be required to sign the documents OR has a different name than what is listed on the documents, please provide the appropriate documentation that supports this change. Acceptable documents may include a death certificate, divorce decree, or marriage certificate.

Together we'll go far



Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N.A.

02/25/2011 7:48AM (GMT-07:00)

FEB. 25. 2011 8:27AM

WELLS FARGO HOME MTG

NO. 711 P. 39/72



Wells Fargo Home Mortgage  
MAC X4501-05W  
2051 Killebrew Drive  
Bloomington, MN 55425

We must receive your response within 10 days  
If the above documents and payment are not received within ten (10) days from the date of this letter, we will conclude that you are no longer interested in modifying your existing loan and will cancel your request for a modification. Until we receive the signed and completed documents and payment as requested above, we are unable to complete the modification; we will continue to service your mortgage loan - which may include continued collections communications via telephone calls and/or letters and any legal proceedings.

DETAILS OF THE MODIFICATION:

- 1. Due date of first payment: 04/01/2011
- 2. New principal and interest payment amount: \$1,714.19
- 3. Escrow Payment (if applicable): \$364.66  
The required escrow payment is based on your previous analysis. Please review the escrow disclaimer on the Borrower Acknowledgements, Agreements, and Disclosures document for more information on your escrow payment.
- 4. Estimated new net payment: \$2,078.85  
This payment amount includes Principal, Interest, and Escrow (if applicable)
- 5. Modified maturity date: 03/01/2051
- 6. Interest rate: 4.875%
- 7. Payment Amount to be paid by borrower, if applicable. \$0.00

There could still be outstanding fees/costs that are owed after the modification is completed. These fees would be reflected on the Loan Modification Settlement Statement.

If we can be of further assistance, please call us at 800-416-1472, Monday - Thursday 7AM - 10PM CST, Friday 7AM - 9PM CST, Saturday 8AM - 2PM CST.

Sincerely,

Jillian Sheplee  
Underwriter

Home Preservation Fulfillment

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 rights as against the property.

Together we'll go far



Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N.A.

02/25/2011 7:48AM (GMT-07:00)

FEB. 25. 2011 8:27AM

WELLS FARGO HOME MTG

NO. 711 P. 40/72



Wells Fargo Home Mortgage  
MAC X4501-05W  
2051 Killebrew Drive  
Bloomington, MN 55425

With respect to those loans located in the State of California, the state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N.A.



02/25/2011 7:48AM (GMT-07:00)