

# Loan Modification Success Case

Name of Lender (Bank):

Wachovia

<https://www.wachovia.com/>

Original Interest:

**8.75%**

Original Payment:

**\$3,561.19**

New Interest:

**6.50%**

New Payment:

**\$1,286.34**

Please visit our website at:

<http://www.stopbanks.com/> or call us at 877-529-5090.

April 9, 2009



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 \$1,286.34. The Modification Agreement must be signed, without any alterations, changes or deletions, by all borrowers and received by Wachovia Mortgage no later than April 16, 2009.

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 [REDACTED]. 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](http://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.

STOP BANKS

Property Address: [REDACTED]  
 Loan Number: [REDACTED]  
 Payment Due Date: 01/01/09  
 Statement Date: 12/11/08

CA 90944-1134

Questions about your loan?  
 For quick answers, call [REDACTED]  
 8 a.m. - 6 p.m. Mon. - Fri., 8 a.m. - 5 p.m. Sat., Central Time  
 (Please have your loan and Social Security numbers ready.)  
 \* DUPLICATE LOAN STATEMENT \*



**1 PAYMENT OPTIONS**

Select your option on the Payment Coupon below. Please see CHOOSING YOUR PAYMENT OPTIONS on reverse side for explanations.

1) Minimum Payment **\$5,334.74**

To check the status of your Wachovia loan anytime, day or night, visit us at [wachovia.com](http://wachovia.com)  
 For new purchases, refinances, or home equity loan assistance, simply call 1-800-614-8188

**2 CURRENT PAYMENT EXPLANATION**

Payment Options  
 Interest Due 3,861.19  
 Deferred Interest -1,193.32  
 Principal Paid  
 Escrow/Other 182.62  
 Total Past Due 2,786.25  
 Total Payment **\$5,334.74**

Past Due Amount	Late Charges/Fees Due	Total Past Due	Total Outstanding Deferred Interest <sup>1</sup>	Current Interest Rate
2,850.49	238.76	2,786.25	28,071.74	6.59%

<sup>1</sup> See explanation of deferred interest on reverse side under CHOOSING YOUR PAYMENT OPTIONS.

**3 YEAR-TO-DATE INFORMATION**

Year-to-Date Payments	Year-to-Date Escrow Contributions
Principal	TEBE
-13,292.14	1,887.14
Interest	Additional Assessments
25,231.73	Homeowner's Insurance 695.86
Late Charges/Fees	Other
1.02	

**4 TRANSACTION ACTIVITY**

Date	Description	Total	Principal	Interest Paid	Interest Rate	Escrow	Optional Payments	Late Charges/Other Fees	Unapplied Funds
11/21	BEGINNING BALANCE		\$68,595.18			+64.22			
12/08	11/01/08 PMT	2,861.08	+1,174.68	2,367.87	6.59%	+182.62		.51	
12/11	ENDING BALANCE		\$61,571.78			+264.84			



[REDACTED]

[REDACTED]

Make check payable to Wachovia Mortgage. Payment Due Date: [REDACTED]

- Minimum Payment **\$5,334.74**

Payment Amount: \_\_\_\_\_  
 Additional Amount to go to \_\_\_\_\_  
 Principal/Deferred Interest: \_\_\_\_\_  
 Total Amount Enclosed: \_\_\_\_\_

To avoid a Late Charge or please ensure payment is received by 01/16/09

For change of address or phone number, check the box and enter new information on reverse side.

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

April 9, 2009

Existing Principal Balance:  
Escrow Payment, If Escrowed:  
Return Date for this Agreement:

\$ 501,571.78  
\$ 199.60 (monthly amt)  
April 16, 2009

### 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,

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 April 30, 2009
- b. The balance owed on the Loan will be \$ 401,257.42
- c. The maturity date of the Loan is May 1, 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
06/01/2009	\$ 1,086.74	3.250%	05/01/2009
06/01/2012	\$ 1,253.93	3.750%	05/01/2012
06/01/2013	\$ 1,421.12	4.250%	05/01/2013
06/01/2014	\$ 1,588.31	4.750%	05/01/2014
06/01/2015	\$ 1,755.51	5.250%	05/01/2015
06/01/2016	\$ 1,922.70	5.750%	05/01/2016

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

06/01/2017	\$ 2,485.78	6.500%	05/01/2017
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