



Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made as of May 13, 2009, between:

("Borrower") and Wells Fargo Bank, N A ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated 02-09-07 and (2) the adjustable rate/fixed rate note (the "Note"), bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described the Security Instrument and defined therein as the "Property", located at

Forrest Street
Folsom CA 95630

the real property described as that set forth on the Note and Security Instrument.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWERS MUST PAY.

In consideration of the mutual promises and agreements exchanges, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower promises to pay U.S. \$405,803.25 (the "Interest Bearing Principal Balance"), plus interest, to the order of Lender. Interest will be charged on the Interest Bearing Principal Balance less any principal reduction due to payments from Borrower at the yearly rate of 3.95%, from 5/1/2009. The interest rate Borrower will pay will change five (5) years from the date of this Loan Modification Agreement. The rate will increase 2.350% per year, but in no event shall the rate exceed 5.875% (the current Note rate) or 5.125% whichever is less. Borrower promises to make monthly payments of principal and interest of U.S. \$1,723.42, beginning on 6/1/2009. The amount of Borrower's monthly principal and interest payments may change in accordance with the terms of the Note and this Loan Modification Agreement. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 3/1/2047, which is the new Maturity Date. In addition to monthly principal and interest payments, Borrower shall make monthly escrow deposits as defined in the Note, if applicable. Escrow deposit payments may be subject to change in the future.



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May 13, 2009

Forrest Street
Folsom CA 95630

Dear _____ & _____ :

RE: Loan Number _____

Wells Fargo Home Mortgage is pleased to be your mortgage company and is committed to providing quality service during the modification process of your loan. This letter will confirm our formal approval of a modification of your mortgage loan. In order to complete the modification, the following steps must be completed.

Please sign the enclosed Loan Modification Agreement (the "Agreement") and return it to the address provided below, along with a payment of \$110.00, which is required to be returned with the Agreement. If a Truth-in-Lending Statement is enclosed with the Agreement, please sign and return along with the Agreement.

Wells Fargo Home Mortgage
Attention: Loss Mitigation
3476 Stateview Blvd., MAC X7801-018
Fort Mill, SC 29715

Participation in our automatic withdrawal program is recommended. It is free and easy! Your monthly payments will automatically be deducted from your bank account each month. Participation in this program will aid you in becoming accustomed to the new payment amount and help keep you on track with your modified payments. Complete the necessary automatic Withdrawal form included in this package and return it with the Agreement and, if enclosed, the Truth-in-Lending Statement.

Please note: The payment amount above must be sent with your documents. Automatic withdrawals will not begin until the modification has been completed. We will notify you in writing when your automatic withdrawal enrollment takes effect and when the first payment will be deducted from your account. Participation in the automatic withdrawal program is voluntary, but strongly encouraged. If you choose not to enroll, it is your responsibility to make your monthly payments by other means. Once this payment and the Agreement are received, the estimated modified payment of \$2,223.89 will be due on 6/1/2009 and the same day of each month thereafter. The payment amount is an estimate and is subject to change.

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WELLS FARGO HOME MORTGAGE

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The terms of your modified loan are outlined below:
Day of month the payment will be due each month: 1st
New estimated principal and interest payment amount: \$1,723.42
Estimated escrow payment based on our last analysis: \$500.47
Total estimated modified monthly payment amount: \$2,223.89
Modified maturity date of the loan: 3/1/2047
Modified interest rate: 3.95% (Rate changes, if applicable will be explained in the terms of the Agreement.)
All late charges, non-sufficient fund fees, and other fees are the responsibility of the borrower

It is imperative that the Loan Modification Agreement, along with the payment of \$110.00, be signed and returned in the enclosed, self-addressed, prepaid, express mail envelope. Although approved, the normal servicing process will continue uninterrupted, until we receive your signed Agreement. If you are currently protected under a bankruptcy, this approval is contingent upon approval of your bankruptcy attorney, the court and/or your trustee. If you do not return this Agreement within 5 days, we will assume that you no longer wish to pursue this modification.

If you have any questions, please call a customer service representative at 1-800-416-1472, Monday through Thursday, 7:00 a.m. to 8:00 p.m.; Friday, 7:00 a.m. to 7:00 p.m.; and Saturday, 8:00 a.m. to 12:00 p.m., Central Time.

Sincerely,

Veronica Bost
Loan Adjustor Specialist, Loss Mitigation

Wells Fargo Bank, N A is required by the Fair Debt Collection 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 as against the property and is not attempting any act to collect the discharge debt from you personally.

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-3388 or www.ftc.gov.

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2. If on the Maturity Date, Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. Borrower understands and agrees that

(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified; and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise hereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

(c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.

(d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

(e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to their heirs, executors, administrators, and assigns of the Borrower.

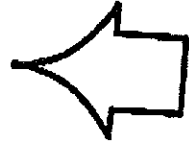


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4. If I make a partial prepayment of principal, the Lender may apply the partial prepayment first to any remaining Deferred Principal Balance before applying such partial prepayment to other amounts due

5-22-09
/Date

/Date



**SIGN
& DATE**

Wells Fargo Bank, N A, Officer/Date

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