

THE LAW OFFICES OF
SHUSTER & SABEN, L.L.C.
540 NORTH HARBOR CITY BLVD.
MELBOURNE, FLORIDA 32935
PHONE (321) 622-5040 • FAX (321) 259-3255

November 17, 2010

VIA MAIL & FAX 1-800-313-0892
Wells Fargo Loan Modifications, T7416-010
4101 Wideman Blvd
San Antonio, TX 78251

Re: WELLS FARGO, N.A. v. _____
Case No.: 05-2010-CA-4835 _____
Property Address: 1 _____, FL 32 _____
Your File: 00431560 _____
Original Lender: World Savings Bank, FSB
Current Lender: Wells Fargo

Dear Wells Fargo Loan Modifications:

This letter will confirm our client, _____'s acceptance of Wachovia / Wells Fargo offer of loan medication as follows:

1. The principal balance prior to modification of \$229,589.55 shall be reduced to \$131,991.03.
2. Lender shall forgive accrued, outstanding and not capitalized interest through November 3, 2010.
3. Deferred principal balance of \$21,991.03 of the total principal balance referenced in #1 above shall be deferred and will accrue interest at a rate of 0.00% for the life of the loan.
4. The interest rate shall be reduced to the rates set forth in the exhibit to the offer.

Enclosed please find the executed agreement, our client's check, and authorization for future direct withdrawal from our client's account. I want to personally thank you for extending this loan modification offer. This modification is better than 95% the loan modification offers we have seen. This offer will allow our clients to save their home and will end the foreclosure action filed against them. While the _____; were frustrated during the loan modification and foreclosure process they appreciate the end result.

Thank you for your consideration of this matter.

Very truly yours,

Richard Shuster, Esquire

RS/ch

Enclosure



November 12, 2010

Loan Number: 00431560

WACHOVIA

Re: Modification Agreement

Dear

This letter confirms that Wachovia Mortgage, a division of Wells Fargo Bank, N.A. 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 Automatic Loan Payment Authorization form and the first payment due under the Modification. Payment due includes principal and interest in the amount of \$342.74 and escrow in the amount of \$258.22 for a total payment of \$600.96. Please note your loan is escrowed, and the amounts necessary for escrow may change, which will impact the total payment amount due on the loan. The Modification Agreement must be signed, without any alterations, changes or deletions, by all borrowers and received by Wachovia Mortgage no later than November 22, 2010.

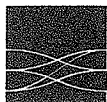
Please note, if payments were automatically drafted, the automatic drafting has been cancelled and a new Automatic Loan Payment Authorization must be executed to resume automatic drafting of payments. If your loan had an adjustable rate prior to this modification agreement, the previous interest rates 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 888-565-1422. Our office hours are Monday through Friday, 8:00 a.m. to 10:00 p.m., CST. 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 and any information obtained may be used for that purpose. 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.



WACHOVIA

ATTACHMENT:

Loan Number: 00431560

PAYMENT EFF.DATE	INTEREST RATE	MARGIN	INDEX
06/01/2010	5.590%	3.340%	2.250%
07/01/2010	5.590%	3.340%	2.250%
08/01/2010	5.580%	3.340%	2.240%
09/01/2010	5.580%	3.340%	2.240%
10/01/2010	5.570%	3.340%	2.230%
11/01/2010	5.560%	3.340%	2.220%
12/01/2010	5.540%	3.340%	2.200%

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

November 11, 2010
00431560

Principal Balance Prior to Modification:
Return Date for this Agreement:

\$229,589.55
November 22, 2010

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 Wells Fargo Bank, N.A. ("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: Wells Fargo, Loan Modifications, T7416-010, 4101 Wiseman Blvd., San Antonio, Texas, 78251.

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.
 - c. Forgive accrued, outstanding, and not capitalized interest through November 30, 2010
2. Lender and Borrower further agree to modify the Loan as follows:
 - a. The maturity date of the Loan is December 1, 2050
 - b. After modification of the loan, the Total Principal Balance owed on the Loan will be \$131,991.03

Deferred Principal Balance. \$21,991.03 of the Total Principal Balance referenced under 2(b) shall be deferred (the "Deferred Principal Balance") and will accrue interest at a rate of 0.00% for the life of the loan. The Total Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance." The payments referenced below will not be applied to the Deferred Principal Balance. The Deferred Principal Balance will be due at maturity or upon earlier payoff.

Notice to Borrower: The Deferred Principal Balance will result in a balloon payment. A balloon payment is a final lump sum payment due at the end of your loan. If you do not have the funds to pay the balloon payment when it comes due, you may have to obtain a new loan against your property to make the balloon payment. In that case, you may have to pay commissions, fees, and expenses for the arranging of the new loan. In addition, if you are unable to make the monthly payments or the balloon payment, you may lose the property and all of your equity through foreclosure. Keep this in mind in

Loan Number: 0043156

deciding upon this modification. The balloon payment on this loan is due on the maturity date referenced under 2(a) above or upon earlier payoff of the loan.

c. Monthly payments will be due on the same day of each month. Each Interest Rate will go into effect on the corresponding Interest Rate Effective Date. **The payments DO NOT include amounts necessary for escrow.** Each Payment is a principal and interest payment calculated at the interest rate specified to pay off the interest bearing principal balance of \$110,000.00 by the maturity date. The Principal and Interest payment(s) on the Loan will be as follows:

Payment Due Date	Payment	Interest Rate	Interest Rate Eff. Date
01/01/2011	\$342.74	2.165%	12/01/2010
01/01/2014	\$400.28	3.165%	12/01/2013
01/01/2015	\$461.16	4.165%	12/01/2014
01/01/2016	\$524.86	5.165%	12/01/2015

d. Principal and Interest payment for the remaining term of the Loan:

Payment Due Date	Payment	Interest Rate	Interest Rate Eff. Date
01/01/2017	\$530.34	5.250%	12/01/2016

3. ESCROW. The Loan will be escrowed for the payment of taxes and insurance for the remaining term of the Loan. Amounts necessary for escrow are not included in the payments referenced above. Please reference the cover letter for the initial payment amount with escrow and reference the monthly billing statements for the future payment amount with escrow.

4. If the loan was an Adjustable Rate Mortgage or a Pay Option Loan, the Interest Change Dates, Calculation of Interest Rate Changes, Payment Change Dates, Calculation of Payment Changes, Index and Payment Cap Limitation no longer apply.

5. The Loan may not be assumed by any other person or entity.

6. If a biweekly loan, the Loan will convert to a monthly payment schedule. References to "biweekly," "every two weeks," and "every other Monday" shall be read as "monthly," except as it relates to the Modified Maturity Date. Interest will be charged on a 360-day year, divided into twelve (12) segments. Interest charged at all other times will be computed by multiplying the interest bearing principal balance by the interest rate, dividing the result by 365, and then multiplying that daily interest amount by the actual number of days for which interest is then due.

As part of the conversion from biweekly to monthly payments, any automatic withdrawal of payments (auto drafting) in effect with Lender for the Loan are cancelled.


7. Lender acknowledges that one or more of the undersigned may have filed for bankruptcy or may have received a discharge in a bankruptcy proceeding. Said individual(s) acknowledge and agree that this Agreement is not a reaffirmation agreement as defined in 11 U.S.C. §524, that any references in this Agreement that imply liability under the Note obligation instead refer to the amounts secured by the property and is not meant to impart personal liability on such individual(s), and that this Agreement and communications related to this Agreement are not attempts to collect, assess or recover a claim against the individual(s) that arose before the commencement of the bankruptcy or that has been discharged.

Loan Number: 00431560

Borrower agrees that (a) Borrower has read this Agreement in its entirety; (b) Borrower has consulted, or had opportunity to consult, with an attorney of Borrower's choosing; and (c) Borrower has voluntarily entered into this Agreement.

BORROWER(S):

Wells Fargo Bank, N.A.



Mary C. Reeder
Senior Vice President

LEFT BLANK INTENTIONALLY

Automatic Loan Payment Authorization

Thank you for selecting Wachovia Mortgage, a division of Wells Fargo Bank, N.A. for your home financing. Managing your mortgage payments is easy when you enroll in the Automatic Loan Payment Plan. Simply choose the option below that matches your personal payday cycle, and your monthly payments will be withdrawn automatically from your checking or savings account. The Automatic Loan Payment Plan is free, secure and more convenient than writing checks and mailing payments.

Please note: Enrolling in the Automatic Loan Payment Plan does not change the principal and interest payment arrangement specified in your mortgage loan documents. Funds will be applied to your loan in accordance with your Security Instrument.

To enroll in the Automatic Loan Payment Plan, follow the steps below and fax this signed form to 210-257-2552, or mail it to Wachovia Mortgage, P.O. Box 659558, San Antonio, TX 78265-9558, and Attn: MAC T7416-023.

1. Select the date that matches your pay schedule

Please check the appropriate box to mark your choice. If this form is signed but no option is selected, you will be set up for monthly withdrawals on your due date.

Your monthly payment amount will be withdrawn on your due date.

Withdraw funds on the following date of the month: 15th
Choose any date between your due date and before a late charge is assessed or your payment becomes overdue.

2. Specify Additional Principal, if any

You can choose to add an additional amount to each of your electronic withdrawals to be applied to your outstanding loan principal.

Yes, please add \$ _____ to each of my automatic electronic withdrawals.

3. Supply your account information

Your Bank Account must be at a U.S. bank, savings and loan or other financial institution, which is accessible by the Automated Clearing House (ACH), and must be a personal (non-business) account from which you are authorized to withdraw.

Automatic Loan Payment Plan Terms and Conditions

- I authorize Wachovia Mortgage, or its authorized representatives and its service providers to initiate electronic withdrawals from my designated account to make monthly payments on my mortgage. I agree to be bound by the rules of the National Automated Clearing House Association (NACHA) as in effect from time to time and acknowledge that entries may not be initiated that violate the laws of the United States.
- I understand that I will receive confirmation specifying the date the electronic withdrawals will begin. I understand that I will continue to make my payments until I receive this confirmation and electronic withdrawals begin.
- I understand that this authorization and the program services in no way alter or lessen my obligation under my existing mortgage contract regarding the amount of monthly payments, when payments are due, the applications of payments, the assessment of late charges or the determination of delinquencies. I must maintain sufficient funds in my account for withdrawal of my monthly payment.
- I understand the electronic withdrawal amount will vary with changes in escrow or principal and interest components, if applicable.
- I understand that I must provide Wachovia Mortgage notice of at least 10 days for any requests to modify, change or terminate participation in this program. I understand that if I modify, change, or terminate participation in this program, I may not realize the benefits.
- I agree to be bound by the program's Terms and Conditions, which are stated here.

Change the Payment Amount or Date Information: You can change the amount that Wachovia withdraws from your bank account, and if you have a monthly loan, you can also change the date on which Wachovia withdraws from your bank account under this written authorization, by speaking with a Wachovia customer service representative at 1-800-642-0257 or on-line at www.wachovia.com. We will send you a written confirmation notice before drafting the new amount or changing the date.

For questions about your enrollment, please retain a copy of this form and call 1-800-642-0257.

Excess Activity Fees may apply if you exceed these federally-mandated transaction limits for savings accounts:

- Three withdrawals in a month by check, draft, point of sale purchase, check card, or other similar withdrawal payable to a third party.
- A total of six transfers and /or withdrawals in a month including: those listed above, preauthorized or automatic transfers (including overdraft protection transfers and payment to third parties), and transfers made online or by telephone.

For more information, please refer to your account agreement with your financial institution. Wachovia Mortgage, a division of Wells Fargo Bank, N.A.

3247

63-8203/2631
08

ite

600.96

— Dollars



Security
Features
Detailed on
Back

unt

[Handwritten signature]

MP