

8324 BAYMEADOWS WAY  
JACKSONVILLE, FL 32266

DATE: September 28, 2008



Re: Loan No. 6249884  
Address of Property CASTAIC, CA 91384

(MODIFICATION OF NOTE)

Thank you for the opportunity to serve your home financing needs. We are reviewing your loan application and will provide a credit decision to you promptly. Attached please find the following forms describing the terms and fees associated with your loan:

- A completed copy of your Good Faith Estimate of Settlement Costs in compliance with The Real Estate Settlement Procedures Act of 1974, as Amended, and your Federal Truth-in-Lending Disclosure or Redisclosure Statement in compliance with The Truth-in-Lending Act, as Amended. Please retain for your records.
- A completed copy of your Good Faith Estimate of Settlement Costs in compliance with The Real Estate Settlement Procedures Act of 1974, as Amended. Please retain for your records.
- A completed copy of your Federal Truth-in-Lending Disclosure or Redisclosure Statement in compliance with The Truth-in-Lending Act, as Amended. Please retain for your records.
- Other: Transfer of Servicing Disclosure 3112, 1252, 2821, 09001
- Other: \_\_\_\_\_

Yours very truly,

By Narda Ward

To help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

Sharing Information Regarding Your Mortgage Account

Wachovia shares loan payment history and experience with affiliates through a central information system and ~~Wachovia~~ is also permitted by the Fair Credit Reporting Act to share other customer information with our affiliates. ~~Wachovia~~ will never share other information with any non-affiliated third party for any reason other than those already stated in your account or mortgage application agreement. Sharing information with our affiliates can be used to improve our services to you. However, you have the right to direct that we not share this information with our affiliates, other than information about our own transactions and experience with you, in order to exercise this right, contact us at 1-866-642-8406.

After your loan has closed, you still have the right to request that we restrict information sharing among our affiliates by calling 1-866-642-8406 or by sending your request including your name, address and social security number to: ~~Wachovia~~, P.O. Box 11726, Roanoke, VA 24022-1726. Your request must be mailed in a separate envelope and should not be included in any other correspondence. Please note that each customer has the right to direct us not to share information other than transaction or experience information about them with our affiliates. Each customer, including each joint owner, may separately choose to ask that we restrict information sharing with affiliates. Customers who request that we restrict information sharing may do so only for themselves, and may not do so for anyone else, including joint account owners. We will process any request received as quickly as possible.

Enclosures

INTEREST RATE AGREEMENT

Date: \_\_\_\_\_  
Loan No.: 6249884

Re: Borrower's Name: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
GASTAI, CA 91384

Dear CHRISTOPHER A DAWSON and DEBBIE DAWSON :

The interest rate and/or discount points in your loan application are **NOT LOCKED** at this time. Loan rates and discount points can change daily. It will be your responsibility to monitor them and to inform the \_\_\_\_\_ affiliate which may make your loan ("Wachovia") when you want to lock your interest rate and discount points.

Applicant's Signature \_\_\_\_\_ Co-Applicant's Signature \_\_\_\_\_

The interest rate and/or discount points on your application for a first mortgage loan on the above property **HAVE BEEN LOCKED** as follows:  
Loan Program: 30 YR FIX  
Loan Amount: \$ 435,492  
Interest Rate: 3.50 % Term: \_\_\_\_\_ months  
ARM Loans Only:  
Current Index: \_\_\_\_\_  
Margin: \_\_\_\_\_  
Lock Expiration Date: \_\_\_\_\_  
Loan Discounting Cost ("Points"): \_\_\_\_\_ % of Loan Amount  
\_\_\_\_\_ % of Loan Amount to be paid by Borrower  
\_\_\_\_\_ % of Loan Amount to be paid by Lender, Seller or Other  
Origination Fee: \_\_\_\_\_ % of Loan Amount  
\_\_\_\_\_ % of Loan Amount to be paid by Borrower  
\_\_\_\_\_ % of Loan Amount to be paid by Lender, Seller or Other

\* If this date falls on a Saturday, Sunday, or a day on which banking institutions in the state of North Carolina are authorized or obligated by law or executive order to be closed, the next business day will apply.

Construction - Permanent Financing. The following terms apply to your Construction-Permanent loan:  
Your construction period is \_\_\_\_\_ months and is:  Included in the Permanent loan term  
 In addition to the Permanent loan term  
Construction Phase Interest Rate:  Fixed \_\_\_\_\_ %  Variable - "WSI" Prime [ plus ] minus \_\_\_\_\_ % ("Margin")  
 Variable - Libor rate [ plus ] minus \_\_\_\_\_ % ("Margin")

The Permanent Phase of your loan will be on the terms outlined above as long as  
 Settlement is completed prior to the Lock-In Expiration Date stated above and conversion to the Permanent Phase of your loan occurs on or prior to \_\_\_\_\_  
 Conversion to the Permanent Phase has occurred prior to the Lock-In Expiration Date. (Conversion will only occur when improvements have been completed, the final disbursement has been made and you have been notified by Lender that all requirements of the Construction Loan Agreement have been met and Conversion can take place. If this box is checked all references to "Settlement" below refer to Conversion.)

Refinance Transactions Only. If the purpose of your loan application is to refinance a debt on property you own and occupy, you should be aware that Federal Truth-in-Lending law requires that you be given a three-day right of rescission. The rescission period cannot begin until the business day following loan closing (when you sign a note, etc.). Consequently, closing must take place not later than the 4th business day preceding the lock-in expiration date if you are to take advantage of the rate lock.

A loan will be made to you on the above terms if your application is approved as submitted and Settlement is completed prior to the Lock-in Expiration Date specified above. "Settlement" is defined as the day when all closing documents are executed and loan funds have been disbursed, except for construction loan proceeds. All contingencies must be cleared prior to date of Settlement. Unless the loan is approved and Settlement is completed prior to the Lock-in Expiration Date, Wachovia shall have no further obligation to grant a loan on the locked-in terms. In this event, new terms must be negotiated. Any new lock-in must occur prior to Settlement.

Furthermore, the agreement of Wachovia to grant a loan on the locked-in terms shall terminate and new terms must then be negotiated (a) if your loan program, purpose or documentation type is changed, or (b) if the loan amount, amortization or term is changed, or (c) if the LTV or combined outstanding debt on the subject property is changed, or (d) if the occupancy or the property which serves as collateral is changed, including, but not limited to, number of units or number of stories.

This agreement is not a loan approval. No guarantee can be made that your application will be approved, or that Settlement will be completed prior to the Lock-in Expiration Date. Wachovia has accepted and is processing your application on the express condition that it shall have no liability or responsibility to you or any other party if your loan is not approved, or, unless caused by the gross negligence or willful misconduct of Wachovia and its employees, if Settlement is not completed prior to the Lock-in Expiration Date.

This agreement may not be transferred or assigned by you, and time is of the essence hereof.

By: David Waid  
Title: MLC

Applicant \_\_\_\_\_  
Co-Applicant \_\_\_\_\_