CAUSE NO. 2008-33614

ROBERT STRANGE § IN THE DISTRICT COURT § Plaintiff, § 295th JUDICIAL DISTRICT COURT 8 WELLS FARGO BANK, N.A. as servicer S for U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR § MASTR ASSET BACKED SECURITIES § JUN - 1 2009 TRUST, 2006-HE2 § 8888888 6-1-09 Harris County, Texas and Deputy JACK PALMER OR SELIM TAHERZADEH, TRUSTEE Defendants. HARRIS COUNTY, TEXAS

AGREED ORDER AND JUDGMENT

ON THIS DATE came on for consideration the Agreed Order of the parties, and the Court, after considering the evidence, finds that the disputes between the parties, Plaintiff ROBERT STRANGE ("Plaintiff"), by and through his attorney Mr. Reese W. Baker, and Defendants: WELLS FARGO BANK, N.A. as servicer for U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR MASTR ASSET BACKED SECURITIES TRUST, 2006-HE2 and JACK PALMER OR SELIM TAHERZADEH, TRUSTEE ("Defendants") by and through their attorney Mr. Stephen L. Harris, that are the subject of this action have been fully compromised and settled. IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

1. Plaintiff is permitted to sell the property located at 1310 Riverview Circle, Houston, Harris County, Texas (the "Property") until the close of business on Friday, August 21, 2009. Closing on the sale of the Property is to occur no later than Friday, September 25, 2009;

- 2. If Plaintiff is unable to obtain a contract for sale before the close of business on Friday, August 21, 2009, the Defendants will be allowed to proceed to foreclosure on Tuesday, September 1, 2009 or at any sale thereafter. If Plaintiff does obtain a contract for sale before the close of business on Friday, August 21, 2009, but fails to close before the required date of Friday, September 25, 2009, Defendants will be allowed to proceed to foreclosure on Tuesday, October 6, 2009 or any sale thereafter.
- 3. During the time periods outlined above, the Defendants will be allowed to send and post all notices required by law in anticipation of a September or October sale, or any sale thereafter;
- 4. The contract for sale referred to above must be in an amount that will payoff the total outstanding indebtedness held, and serviced by, the Defendants. Defendants will have the right to reject any short-sale proposal or any other offer which does not totally satisfy the debt and obligations due under the Note and secured by the Deed of Trust held and serviced by the Defendants;
- 5. During the time periods outlined above, Plaintiff will also be permitted to reinstate the loan and/or pursue loan modification options with Defendants. However, Defendants will have the right to reject any reinstatement that does not fully cure the delinquent amount due and owing on the debt as well as any loan modification proposal that is not satisfactory to Defendants; and
- 6. The Original Petition will be dismissed, and this case closed, due to the issues being moot as a result of this Agreed Order and Judgment.

IT IS SO ORDERED.

SIGNED this	day of -	June	, 20 D. 9
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		JUDGE PRESIDING	

AGREED AS TO FORM AND CONTENT:

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