



10/6/2011

Trial Period Plan Effective Date: 11/1/2011

[REDACTED]  
ESCONDIDO, CA 92025

Loan #: [REDACTED]

Dear [REDACTED]

Congratulations. We have determined that you are eligible for a trial modification. Enclosed is your Trial Period Plan. If you successfully complete the trial modification, your permanent modification may be similar in terms/payments, pending final review at the time of the permanent modification. Also enclosed is a Frequently Asked Questions document which is provided to help you understand the program.

After you successfully complete your Trial Period Plan by making three trial payments, we will contact you to discuss the terms of your permanent modification. A Permanent Loan Modification Agreement will be sent to you that you will need to sign and return before your loan will be permanently modified.

**To participate in the Trial Period Plan, make your first month's trial period mortgage payment in the amount of \$1,827.19 as soon as possible, but in no event later than 30 calendar days after 11/1/2011. These payments should be sent instead of, not in addition to your normal monthly mortgage payment. Please send your payments where you would normally send your mortgage payment. For faster processing, you can provide payment over the phone at no additional cost by calling 1-888-325-5357.**

Please read the enclosed documents carefully, and follow the instructions for making payments, and keep a copy of all documents for your records. If you have any questions or concerns, please call us at 1-888-325-5357.



THE LAW OFFICES OF  
**MICHAEL GADDIS**

Sincerely,

Home Loan Team  
Bank of America, N.A.

## IMPORTANT NOTICE TO HELP YOU AVOID FORECLOSURE SCAMS

Beware of Foreclosure Rescue Scams. Help is free from your mortgage servicer!

- This program is only available to you through your mortgage servicer – Bank of America.
  - There is never a fee to get assistance or information about a modification program from Bank of America as your mortgage servicer or a HUD-approved housing counselor.
- For a HUD-approved counselor, visit: <http://www.hud.gov/offices/hsg/sfh/hcc/fc/>
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
  - Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage servicer to forgive your debt.
  - Never make your mortgage payments to anyone other than your mortgage servicer without their approval.

## Loan Modification Trial Period Plan

Trial Period Plan Effective Date: 11/1/2011

Borrower: [REDACTED]  
Servicer: Bank of America, N.A.  
Date of mortgage: 3/9/2005  
Loan Number: [REDACTED]  
Property Address: [REDACTED]  
ESCONDIDO, CA 92025

To qualify for a modification of your account referenced above (your "Loan") with Bank of America (the "Bank"), you are Required to complete a three month trial period. If you complete the trial period successfully, we will offer you a modification of your Loan. Here's how the process works:

- We have set your trial period payment at \$1,827.19 (the "Trial Payment Amount"). This is an estimate of what your initial monthly payment amount will be if you complete your trial period and enter into a permanent modification agreement (your "Modification Agreement"). Depending on the specific terms of your Modification Agreement, please be aware that **your monthly payment amount will not necessarily be the same as your Trial Payment Amount and will not necessarily stay the same throughout the life of your loan, but could adjust to one or more payment amounts that maybe higher than your initial monthly payment amount.** The specific terms will be included in your Modification Agreement.
- During the trial period, **Please ensure that you pay the Trial Payment Amount on the first day of the month** - instead of paying your mortgage payment (which may have a different payment due date) The dates for your payment under this Trial Period (your "Trial Payments") would be:

**11/1/2011 for the first payment**

**12/1/2011 for the second payment, and**

**1/1/2012 for the third payment.**

- Your trial payments must each be received by us on or before the 30th calendar day after they are due. If you have not made each of the Trial Payments required under this Trial Period Plan on or before the 30th day after each such payment is due, the Original Loan Documents will not be modified and this Trial Period Plan will terminate. In this event, the Bank will have all of the rights and remedies provided by the Original Loan Documents, and any payment you make under this Trial Period Plan shall be applied to amounts you owe under the Original Loan Documents and shall not be refunded to you.
- You will receive a permanent modification of your account if you have a) paid each of the monthly trial period payments (the "Trial Payments") on time, and b) signed and returned the final Modification Agreement, which will be sent once you have completed your Trial Payments.

**The first step in this process is to make the first Trial Payment of \$1,827.19 by 11/1/2011.** Simply mail your trial payments where you would normally send your mortgage payment or please call us at 1-888-325-5357. If you choose to pay by phone, we can deduct your payment directly from your checking account and get your trial modification started right away and there is no fee for this phone payment.

After your third consecutive on-time Trial Payment, the Bank will contact you and will forward your Modification Agreement to you. **Please continue making your monthly trial payments until you receive your Modification Agreement.** Once you receive your Modification Agreement, you must sign and return it within 30 days or the modification offer will terminate. So please return it as soon as possible.

The terms of your Trial Plan are set forth below and are effective on the due date of the first Trial Payment under this Trial Plan, provided that you have paid your first trial payment on or before the 30th day after the first trial payment is due.

### Additional Terms and Conditions:

You and we agree that:

- We will suspend any scheduled foreclosure sale or pending foreclosure proceedings on your Mortgage during the Trial Period, provided you continue to meet the obligations under this Trial Period **provided that:**
  - o Any pending foreclosure action will not be dismissed and may be immediately resumed if you fail to comply with the terms of this Trial Period Plan. No new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice (foreclosure notices) will be necessary to continue the foreclosure action. You waive all rights to such foreclosure notices to the extent permitted by applicable law.

If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.