

Loan Modification Trial Period Plan

Trial Period Plan Effective Date: 5/1/2011

Borrower: [REDACTED]
 Servicer: BAC Home Loans Servicing, LP
 Date of mortgage: 8/28/2005
 Loan Number: [REDACTED]
 Property Address: [REDACTED]
 LA QUINTA, CA 92253

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 \$1,220.90 (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 may be 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:

5/1/2011 for the first payment

6/1/2011 for the second payment, and

7/1/2011 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 \$1,220.90 by 5/1/2011.

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

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.



THE LAW OFFICES OF
MICHAEL GADDIS

- During the Trial Period, we may accept and post your Trial Payments to your account and it will not affect foreclosure proceedings that have already started.

o Our acceptance and posting of your new payment during the trial period will not be deemed a waiver of the acceleration of your Loan or foreclosure action and related activities, and shall not constitute a cure of your default under your Mortgage unless such payments are sufficient to completely cure your entire default under your Mortgage.

- Your current loan documents (your "Original Loan Documents") remain in effect; however, you may make the Trial Payment instead of the payment required under your Original Loan Documents.

o You agree that all terms and provisions of your current Mortgage note and Mortgage security instrument, except to the extent modified by this Trial Period Plan, remain in full force and effect and you will comply with those terms; and that nothing in the Trial Period Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Original Loan Documents.

- Property Taxes and Insurance:

o If the Bank does not maintain an impound account with respect to your Loan, it is your responsibility to pay all property taxes and premiums for insurance by their due dates, as required in your Loan Documents. If the Bank does maintain an impound account with respect to your Loan, you agree to forward to the Bank the amounts required to permit the impound account to contain a sufficient balance so that payments for property taxes and insurance may be made on time. The failure to pay property taxes or insurance before their due dates, if there is no impound account, or to forward to the Bank sufficient funds so that such payment may be made from your impound account, shall constitute an event of default under this Trial Period Plan and the Loan Documents, and this Trial Period Plan shall terminate immediately and automatically without further notice to you.

- Final terms of your Modification Agreement:

o Once you have completed your Trial Payments, and after applying any remaining money held at the end of the Trial Period, we will determine the new payment amount and the remaining principal of your Modification Agreement. This Modification Agreement will modify your Original Loan Documents to reflect your new payment amount and other terms.

- If you have not made the Trial Payments required under this Trial Period Plan in a timely manner, 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.

- Credit reporting during the Trial Period:

Your credit score may be affected by accepting a trial period plan or modification. For more information about your credit score, please go to <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>.

- If there is existing mortgage insurance on your loan, and if the modified principal balance of your Mortgage exceeds the original principal balance, your Mortgage Insurance premiums may increase, causing your payment to go up. Furthermore, the date on which you may request cancellation of the Mortgage Insurance may change. For loans on single family primary residences, federal law allows you to request that Mortgage Insurance be canceled on either:

- o The date the principal balance on your loan is scheduled to reach 80% of the original value of the property; or
- o The date the principal balance is reduced to 80% of the original value of the property based on actual payments.

State law or investor guidelines may also allow for the cancellation of Mortgage Insurance at different times or if your loan is secured by a 2-4 unit property. For more information about Mortgage Insurance please call us at 1-800-669-6609.

- If MERS is the original mortgagee of record: "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender or Lender's successors and assigns. MERS is the mortgagee under the Mortgage. MERS is organized and existing under the laws of Delaware, their address is P.O. Box 2026, Flint, MI 48501-2026, and their toll-free number is (888) 679-MERS. MERS holds only legal title to the interests granted by the borrower in the mortgage, but if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of your lender including, but not limited to, releasing and canceling the mortgage Loan.