

EMC

Mortgage[®]

EMC MORTGAGE CORPORATION

2760 LAKE VISTA DRIVE
LEWISVILLE, TX 75067-3884

SEPTEMBER 12, 2011

[REDACTED]
WALNUT, CALIFORNIA 91786

Mortgage Modification: Trial Plan Agreement
Account: [REDACTED]
Property Address: [REDACTED]

Dear [REDACTED]

You have been approved for a Mortgage Modification from EMC. Now, it's time to take the next step in achieving long-term affordability for your home – beginning your Trial Period Plan, explained below.

Your EMC Trial Period Plan (TPP) payment schedule is shown in the table. Make these payments instead of your regular monthly payment (there's a chance you could receive a monthly statement with the old payment amount). By making the first trial payment, you are accepting the terms of this TPP, including the Additional Terms and Conditions set forth below.

TPP Amount	TPP Due Date
\$ 1,650.05	10/01/2011
\$ 1,650.05	11/01/2011
\$ 1,650.05	12/01/2011

If your first payment is not received at the address below by October 01, 2011, the TPP will not be valid. Collection and/or foreclosure action may commence or continue. Your first payment must be made using one of the payment options enclosed. **THE LAW OFFICES OF MICHAEL GADDIS**

EMC PAYMENT PROCESSING
PO BOX 660753
DALLAS TX 75266-0753

Be sure to write your account number on your check. We recommend you send your payment via certified mail for delivery confirmation. If you submitted two or more NSF (non-sufficient funds) checks within the past six months, certified checks are required for your TPP payments.

If you have any questions, please contact us at the number provided below.

Sincerely,

EMC Homeowner Assistance Department
(800) 723-3064
(800) 735-2989 TDD Number

See the Important Information.

WF150 - CHAMP#D VS 11-29-10

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ADDITIONAL TRIAL PERIOD PLAN TERMS AND CONDITIONS

Once the Trial Period Plan (TPP) begins, if you do not meet the terms of this Plan, EMC Mortgage ("we"/"our") may, without further notice to you, terminate the Plan and commence or continue collection and/or foreclosure proceedings according to the terms of your Note and Security Instrument. Note that the TPP will not bring your account current during the trial period. Your final modified payment should be close to your trial payment, but we reserve the right to adjust the modified payment to take into account final amounts of unpaid interest, additional expenses and advances, and any other delinquent amounts (except late charges) to be added to your loan balance. After successful completion of the TPP, we will send you a Modification Agreement for your signature which will modify the Loan as necessary to reflect this new payment amount as well as any other changes to the terms of your Loan.

You acknowledge that in the event you file a petition in bankruptcy, we may elect to take any and all actions, including, but not limited to, voiding this Agreement, filing a Motion for Relief from Automatic Stay or a motion to dismiss or any permitted state law remedies, which in our judgment are reasonably necessary to protect our security and/or to enforce our rights under the original terms of your Loan.

The terms of your TPP below are effective on the day you make your first TPP payment, provided you have paid it on or before **October 01, 2011**. You and we agree that:

1. **This TPP is not a permanent modification. You must make all of your TPP payments on time and continue to meet all program requirements before we can offer you a final modification.**

The terms of any final modification will be reflected in the permanent Modification Agreement that will be sent to you if you complete the TPP.

There are no monetary incentives for timely payments under this program. However, you may benefit from original terms as part of the final modification which could have tax consequences. You should check with your tax advisor on how this affects your situation.

2. We will not proceed to foreclosure sale during the trial period, provided you comply with the terms of the TPP. However, any pending foreclosure action or proceeding will not be dismissed and may be immediately resumed if you default in the TPP. A new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will not be necessary to continue the foreclosure action. You waive any and all rights to receive such foreclosure notices to the extent permitted by applicable law.
3. **During the trial period, we may accept and post your TPP payments to your account and it will not affect foreclosure proceedings that have already been started.**
 - The servicer's 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 loan unless such payments are sufficient to completely cure your entire default under your loan.
 - We may also send legal notices required in connection with foreclosure actions and related activities during the trial period.
4. **If your monthly payment did not include escrows for taxes and insurance, you are now required to do so.** You agree that any prior waiver that allowed you to pay directly for taxes and insurance is revoked. You agree to establish an escrow account and to pay required escrows into that account even if your loan is not modified.
5. **Your current loan documents remain in effect; however, you should make the TPP payment instead of the payment required under your loan documents.** You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect during the trial period and you will comply with those terms; and that nothing in the TPP shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.



IMPORTANT INFORMATION

EMC is a debt collector.

This TPP does not alter any reporting made to credit reporting agencies by EMC Mortgage. During the trial period, we will continue to report your actual loan payment status to the credit bureaus. Once the modification is complete, we will report the modification to the credit bureaus and will report your account as current so long as you make your modified payments on time.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.



THE LAW OFFICES OF
MICHAEL GADDIS

