



PNC Mortgage
a Division of PNC Bank NA
3232 Newmark Drive
Miamisburg, Ohio 45342

MODIFICATION TRIAL PERIOD PLAN
(Step One of Two-Step Documentation Process)

Lender: PNC Mortgage, a Division of PNC Bank NA
Loan Number: [REDACTED]
Borrower: [REDACTED]
Property Address: [REDACTED] SAN DIEGO, CA 92126
Trial Period Plan Effective Date November 1, 2012

If I am in compliance with this Trial Period Plan (the "Plan") and my representations continue to be true in all material respects, then the Lender will review me for a loan modification.

If I have not already done so, I am providing the confirmation of the reasons I can not afford my mortgage payment and documents to permit verification of all of my income to determine whether I qualify for a loan modification. I understand that after I sign and return two copies of this Plan to the Lender, make the required payments, and return the required documentation, the Lender will determine if I qualify for a loan modification. I understand that if I do not qualify the Lender will send me written notice that I do not qualify for the modification.

1. My Representations. I certify, represent to the Lender and agree:

- A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, I am either in default or believe I will be in default under the Loan Documents in the near future, and I do not have the sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future.
- B. I am providing or have provided documentation for all income that I receive.
- C. All documents and information that I have provided to the Lender, including the documents and information regarding my eligibility for the plan, are true and correct.

2. The Trial Period Plan. On or before each of the following due dates, I will pay the Lender the amount set forth below ("Trial Period Plan").

Trial Period Payment #	Trial Period Payment	Due Date On or Before
1	\$3,315.00	11/1/2012
2	\$3,315.00	12/1/2012
3	\$3,315.00	1/1/2013

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized upon completion of the trial plan and after final approval is received.

3. I understand that the Plan is not a modification of the Loan Documents and that the Loan Documents will not be modified unless and until I meet all of the conditions required for the modification and I receive a fully executed copy of a Modification Agreement. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Plan. If under the Lender's procedures a title endorsement or subordination agreements are required to ensure that the modified mortgage Loan retains its first lien position and is fully enforceable, I understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents or to execute the Modification Agreement if the Lender has not received an acceptable title endorsement and/or subordination agreements from other lien holders, as Lender determines necessary.
4. I understand that my current mortgage payments are contractually due while on the trial plan and will be included in the modification as a capitalized advance. If the modification is not approved by the Lender any remaining funds due will be due under the terms and conditions of the Note and Mortgage.
5. I understand that upon execution of this agreement that I am required to make the payments outlined in section 2 of the plan in certified funds on or before the due date.
6. I understand that the payments are in default under the terms and conditions of the Note and Mortgage, and the default will not be cured under this trial plan. If this executed agreement is not received by 11/1/2012 and/or the amount of any payment in certified funds is not received by the 1st day of the month, the Lender shall be entitled to any and all remedies available under the note and mortgage and applicable law, including, but not limited to, continuing the Foreclosure Action and foreclosure sale, without demand or notice. If the foreclosure action has been withdrawn as a result of this stipulation, the Lender will recommence foreclosure without further notice or demand to Borrower, if permitted under applicable law.
7. I understand that if I fail to comply with any of the terms or conditions of this agreement, Lender may retain all payments received, and proceed with the Foreclosure Action and foreclosure sale, without demand or notice, if permitted under applicable law. Acceptance of payments under this agreement shall not be deemed a waiver of my default or of Lender's right to foreclosure. I understand that I have no defense to the foreclosure action.