

First Franklin Loan Services
P.O. Box 1838
Pittsburgh, PA 15230-1838

June 09, 2010

[REDACTED]
Encinitas CA 92024

RE: Payment Plan for Loan Number [REDACTED]

This letter sets out the terms of the payment plan (the "Plan") you recently discussed with one of our representatives. By your signature below, you agree to be bound by the terms and conditions contained in this letter agreement (the "Agreement").

In your discussion with a First Franklin Loan Services representative, you requested a modification or other change in the loan terms. As the representative discussed with you, First Franklin Loan Services agrees to complete a modification or change in terms once you have demonstrated the ability to make consistent monthly payments. You have agreed to make monthly payments in the amounts and pursuant to the schedule set out below as a prerequisite to any modification or change to the terms of your loan.

These are the terms of the Plan:

THE LAW OFFICES OF
MICHAEL GADDIS

1. You must sign this Agreement where indicated below.
2. You must deliver this Agreement to First Franklin Loan Services along with your first payment in the amount of \$2,915.00 at the address listed below by 06/18/2010. THIS AGREEMENT AND YOUR FIRST PAYMENT IN THE AMOUNT OF \$2,915.00 MUST BE RECEIVED BY FIRST FRANKLIN LOAN SERVICES ON OR BEFORE 06/18/2010.
3. You must continue to make payments on each Due Date thereafter according to the following Repayment Schedule:

DUE DATE	AMOUNT DUE	APPLIED TOWARD
06/18/2010	\$2,915.00	\$2,915.00 Escrow Shortage
07/18/2010	\$2,915.00	\$2,915.00 Escrow Shortage
08/18/2010	\$2,915.00	\$2,915.00 Escrow Shortage
09/2010-Modification Contribution Required		
*****SEND ALL PAYMENTS CERTIFIED FUNDS*****		

4. You may not breach any other term or condition of your mortgage loan.



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PLEASE BE ADVISED THAT THIS AGREEMENT DOES NOT AFFECT OR IN ANY WAY CHANGE THE TERMS AND/OR CONDITIONS OF YOUR MORTGAGE LOAN OBLIGATION, INCLUDING FIRST FRANKLIN LOAN SERVICES RIGHTS AND REMEDIES UPON DEFAULT.

UNLESS YOU OTHERWISE CURE ALL DEFAULTS WITH REGARD TO YOUR MORTGAGE LOAN, YOUR LOAN WILL, DURING THE PENDENCY OF THIS PLAN AND UPON ITS COMPLETION:

- REMAIN DELINQUENT
- CONTINUE TO BE REPORTED AS SUCH TO CREDIT REPORTING COMPANIES; AND
- CONTINUE TO ACCRUE LATE CHARGES

UNTIL THE FIRST PAYMENT IS RECEIVED BY FIRST FRANKLIN LOAN SERVICES, THIS AGREEMENT SHALL NOT BE IN EFFECT, AND ANY PLANNED OR PENDING FORECLOSURE OR OTHER COLLECTION ACTIVITY SHALL CONTINUE UNABATED.

You agree that if you do not make payments in accordance with this Plan or commit further breach of your mortgage loan, this agreement will immediately terminate and become null and void without further notice or demand on our part, and any foreclosure action we may have previously initiated will resume.

You understand and agree that changes to your interest rate, taxes, and/or insurance may require either changes to this Plan or result in continued delinquency after completion of this Plan.

Return the signed original to us at the following address:
Loan Services, PA9-150-02-50
150 Allegheny Center Mall
Pittsburgh, PA 15212

MICHAEL GADDIS

If you have any questions, please contact our office at 800-622-5035, extension 11787, Joseph Peretin.

Accepted and agreed  6/11/10 (Date)

Accepted and agreed _____ (Date)

Accepted and agreed _____ (Date)

You should consider this letter as coming from a debt collector as we sometimes act as a debt collector. Any information provided by you will be used to collect this debt. However, if you are in bankruptcy or received a bankruptcy discharge for this debt, this letter is not an attempt to collect the debt, but notice of possible enforcement of our lien against the collateral property.

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PAYMENT PLAN AGREEMENT

By executing this agreement, you agree that after the successful conclusion of the defined Payment Plan, you will complete the agreed upon Modification and, subsequently, resume regular monthly payments on the Note and Mortgage

Note that the following will render this Payment Plan null and void requiring immediate payment in full: 1) sending less than the agreed amount, 2) funds received by us after the agreed date, 3) failure to sign and return this Payment Plan, 4) default under any instrument or executed or delivered by you in favor of Lender.

In such an event, this agreement shall terminate immediately and without demand, notice or declaration; collections and/or foreclosure activities will resume from the point at which they were suspended without notice to you.

If legally required, you may receive, under separate cover, a legal stipulation agreement from our foreclosure attorney, stating that should you default under this Payment Plan, foreclosure activities will resume without notice to you. If you receive the aforementioned document, please sign and return as instructed.

Any waiver granted by Lender to you is limited solely to the particular event from which it arose and no waiver by Lender shall extend to any other event or default under this Agreement or the Note or Mortgage or impair any right of Lender consequent thereto. It is further mutually understood and agreed that nothing contained herein, shall impair the security now held on said loan, nor shall waive, annul, vary, or affect any provision, condition, covenant, or agreement contained in the original loan documents, including but not limited to the Note and Mortgage, nor affect or impair any rights, powers, or remedies under the Note and Mortgage.

You hereby warrant and represent to Lender that there are no set-offs, claims or deductions of any nature against any amount due or to become due under the Note and Mortgage. You further reconfirm, restate and ratify the Note and Mortgage in accordance with its original terms except to the extent that any of those terms are expressly modified by this Payment Plan.


The provisions of this Payment Agreement shall bind you, your representatives, heirs successors and assigns, and for the benefit of Lender, its successors and assigns. This instrument may be assigned by Lender, but may not be assigned by you without the written consent of Lender.



Repayment Plan Agreement
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During the course of this Plan, your payment in certified funds should be sent to:

First Franklin Loan Services
150 Allegheny Center, PA9-150-02-50
Pittsburgh, PA 15212

Western Union Address:
First Franklin Loan Services
City Code: Earth
State Code: PA
Loan Number: 

This arrangement is subject to change if your total amount due changes for any reason, including, but not limited to, changes in the interest rate (if applicable), real estate taxes or homeowners insurance. During this Repayment Plan, credit bureau reporting will continue to reflect the delinquent status of your loan, until your account is contractually current and late charges will continue to accrue. All money paid to the Lender during the term of this Repayment Plan is non-refundable.

If all terms for this Repayment Plan are followed, you will be able to complete the agreed upon Modification.

WITNESS:

MORTGAGOR

Name _____

THE LAW OFFICES OF
MICHAEL GADDIS

WITNESS:

CO-MORTGAGOR(s) (If applicable)

Name _____

Name _____

ATTEST:

First Franklin Loan Services

Name: _____

Name: _____

Date _____

Title: _____

Title: _____

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