



Re: Loan Number: [REDACTED]  
 Property Address: [REDACTED] YUCCA RD  
 FALLBROOK, CA 92028  
 [REDACTED]

**TRIAL PERIOD PLAN**

If I am in compliance with this Trial Period Plan (the "Plan") and my representations as provided in the hardship letter and financial information package continue to be true in all material respects, then Specialized Loan Servicing LLC will provide me with a Modification Agreement, as set forth in Section 3, that would amend and supplement (1) the Mortgage on the property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents". Capitalized terms used in this document and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer").

- I. Borrower Representations. I certify and represent to SLS and agree:
  - A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Letter and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
  - B. The Property has not been condemned;
  - C. There has been no change in the ownership of the Property since I signed the Loan Documents;
  - D. I am providing or already have provided documentation for all income that I receive (and I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);
  - E. Under penalty of perjury, all documents and information I have provided to SLS pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct, and
  - F. If SLS requires me to obtain credit counseling, I will do so.
2. The Trial Period Plan. On or before each of the following due dates, I will pay SLS the amount set forth below ("Trial Period Payment"), which may include payment for Escrow Items, including real estate taxes, insurance premiums and other fees due and payable on my loan.

<u>Trial Period Payment #</u>	<u>Trial Period Payment Amount</u>	<u>Due Date - On or before</u>
1	\$3,695.11	July 1, 2013
2	\$3,695.11	August 1, 2013
3	\$3,695.11	September 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 in accordance with Section 3 below. The actual payments under the modified loan terms, however, may be different.

**\*I understand that my first payment must be received by the Lender no later than July 1, 2013 or I may not be accepted into the Trial Period Modification Plan.**

During the period (the "Trial Period") commencing on the Trial Period Effective Date and Ending on the earlier of (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under the Plan. This means I must make all payments on or before the days they are due;
- B. Except as set forth in Section 2.C. below, SLS will suspend any scheduled foreclosure sale, provided I continue to meet my obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately be resumed at the point at which it was suspended if this Plan terminated, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notices will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by applicable law;
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and SLS may foreclose if I have not made each and every Trial Period Payment that is due through the end of the month preceding the month in which the foreclosure sale is scheduled to occur. If a foreclosure sale occurs pursuant to this Section 2.C., this Plan shall be deemed terminated;
- D. SLS will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. I understand SLS will not pay me interest on the amounts held in the account. If there is any remaining money after such payment is applied, such remaining funds will be held by SLS and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full.
- E. When SLS accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents;
- F. If prior to the Modification Effective Date, (i) SLS does not provide me a fully executed copy of the modification Agreement; (ii) I have not made all of the Trial Period Payments as required under Section 2 of this Plan; or (iii) SLS determines that my representations in Section 1 were not true and correct as of the date I signed this Plan or are no longer true and correct at any time during the Trial Period. In this event, SLS will have all of the rights and remedies provided for in the Loan Documents, and any payments I have made under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and
- G. 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) I meet all of the conditions required for modification, (ii) I received a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed. I further understand and agree that SLS will not be obligated or bound to make any modification to the Loan Documents if I fail to meet any one of the requirements under this Plan. If, under SLS procedures, a title endorsement(s) and/or subordination agreement(s) are required to ensure that the modified Loan Documents retain first lien position and are 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(s) and/or subordination agreement(s) from other lien holders, as SLS determines necessary.

3. The Modification. I understand that once SLS is able to determine the final amounts of unpaid interest and any other delinquent amounts (except late charges) to be added to my loan balance and after deducting from my loan balance any remaining money held at the end of the Trial Period under Section 2.D. above, SLS will determine the new payment amount. If (1) my representations in Section 1 were and continue to be true in all material respects; (2) I comply with the requirements in Section 2; (3) I provide SLS with all required information and documentation; and (4) SLS determines that I qualify, SLS will send me a Modification Agreement for my signature which will modify my Loan Documents as necessary to reflect this new payment amount. The Modification Agreement will provide that, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the loan unless permitted by applicable State or Federal law, rules or regulations. This Plan shall terminate the day before the Modification Effective Date and the Loan Documents, as modified by a fully executed Modification Agreement, shall govern the terms between the Lender and me for the remaining term of the loan. Provided I make timely payments during the Trial Period and both SLS and I execute the Modification Agreement, I understand that my first modified payment will be due on the Modification Effective Date (i.e., on the first day of the month following the month in which the last Trial Period Payment is due).
4. Additional Agreement. I agree to the following:
- A. To comply, except to the extent that they are modified by this Plan, with all covenants, agreements, and requirements of Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments the amount of which may change periodically over the term of my loan.
  - B. If SLS may establish an escrow account under applicable law, this Plan constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, I have been advised of the amount needed to fund my escrow account and I agree to the establishment of an escrow account. If the Loan Documents do not currently have escrow account provisions that govern, among other things, the collection, posting and payment of Escrow Items to and from the escrow account, SLS will include provisions in my Modification Agreement that are similar to the escrow account provisions for the state in which I live.
  - C. That all terms and provision of the Loan Documents remain in full force and effect; nothing in this Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents. SLS and I will be bound by, and will comply with, all of the terms and provision of the Loan Documents.
  - D. That SLS will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, and information about account balances and activity.
  - E. That, as of the Trial Period Plan Effective Date, I understand that SLS will only allow the transfer and assumption of this Trial Period Plan to a transferee of my property in the case of my death, divorce or marriage to the same extent as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. This Plan may not, under any other circumstances, be assigned to, or assumed by, a buyer or transferee of the Property.

## Additional Trial Period Plan Information and Notices

**We will not proceed to foreclosure sale during the trial period, provided you are complying with the terms of the Trial Period Plan:**

- Any pending foreclosure action or proceeding that has been suspended may be resumed if you fail to comply with the terms of the plan or do not qualify for a permanent modification.


**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.

Please note that except for your monthly mortgage payment amount during the trial period, the terms of your existing note and all mortgage requirements remain in effect and unchanged during the trial period. You agree that all terms and provisions of your current mortgage note and mortgage security instrument 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 loan documents.

If you have questions concerning this letter or need further assistance, you may contact me or our Customer Resolution Department at 1-800-306-6059 Monday through Friday, 6:00 a.m. until 9:00 p.m. MT. Saturday 6:00 a.m. until 12:00 p.m. MT.

Sincerely,

  
Customer Resolution Department  
Specialized Loan Servicing LLC

BANKRUPTCY NOTICE - IF YOU ARE A CUSTOMER IN BANKRUPTCY OR A CUSTOMER WHO HAS RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT: PLEASE BE ADVISED THAT THIS NOTICE IS TO ADVISE YOU OF THE STATUS OF YOUR MORTGAGE LOAN. THIS NOTICE CONSTITUTES NEITHER A DEMAND FOR PAYMENT NOR A NOTICE OF PERSONAL LIABILITY TO ANY RECIPIENT HEREOF, WHO MIGHT HAVE RECEIVED A DISCHARGE OF SUCH DEBT IN ACCORDANCE WITH APPLICABLE BANKRUPTCY LAWS OR WHO MIGHT BE SUBJECT TO THE AUTOMATIC STAY OF SECTION 362 OF THE UNITED STATES BANKRUPTCY CODE. HOWEVER, IT MAY BE A NOTICE OF POSSIBLE ENFORCEMENT OF THE LIEN AGAINST THE COLLATERAL PROPERTY, WHICH HAS NOT BEEN DISCHARGED IN YOUR BANKRUPTCY. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR CUSTOMER CARE CENTER AT 1-800-306-6057.



THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

July 1, 2013

Re: Loan Number: [REDACTED]

[REDACTED]  
[REDACTED] YUCCA RD  
FALLBROOK, CA 92028

Property Address:  
[REDACTED] YUCCA RD  
FALLBROOK, CA 92028

Dear [REDACTED]

Attached please find the Trial Period Modification Plan discussed between you and/or your authorized agent and Specialized Loan Servicing LLC ("SLS"). To accept this offer, you must make new monthly "trial period payments." To qualify for a permanent modification, you must make the trial period payments in a timely manner.

**Please follow these procedures:**

- Mail your initial payment of \$3,695.11 in the form of a cashier's check made payable to: Specialized Loan Servicing LLC, 8742 Lucent Blvd. Suite 300 Highlands Ranch, CO 80129  
OR
- Send your initial payment of \$3,695.11 via Western Union using the blue form with the following: 1. Biller Name 2. Account number 3. Total amount due.  
\*Western Union may charge a fee for this service.

The initial payment must be received in our office no later than July 1, 2013. Your failure to return by July 1, 2013 will result in SLS rescinding our Trial Period Modification Plan offer.

**Next Steps**

- It is important that you thoroughly review the *Frequently Asked Questions, Additional Trial Period Plan Information and Notices* information attached.
- Once you have successfully made each of the payments above by their due dates, you have submitted two signed copies of your modification agreement, and we have signed the modification agreement, your mortgage will be permanently modified in accordance with the terms of your modification agreement.
- **We must receive each payment, in the month in which it is due. If you miss a payment or do not fulfill any other terms of your trial period, this offer will end and your mortgage loan will not be modified.**
- If you feel that you cannot afford the trial period payments shown above but want to remain in your home, or if you have decided to leave your home, please contact us at 1-800-306-6059.

**Q. What else should I know about this offer?**

- Your state Housing Finance Agency ("HFA") may be participating in a program using federal Hardest Hit Funds to assist qualified homeowners to pay down a portion of the unpaid principal balance of their mortgage loans (HFA Program). If you are eligible and qualify for the HFA Program and you make your trial period payments on time, upon our receipt of the HFA Funds, we will apply such funds to the amount you owe on your mortgage loan. If we do not receive the HFA Funds and you otherwise qualify for the modification, we may still offer you a modification. **There could be income tax consequences related to payment of your debt obligation by a third party. As a result, you are advised to seek guidance from a tax professional to discuss potential tax consequences.**
- If you make your new trial period payments timely we will not conduct a foreclosure sale.
- You will not be charged any fees for this Trial Period Plan or a permanent modification.
- If your loan is modified, we will waive all unpaid late charges.
- **Credit Reporting:** We will continue to report the delinquency status of your loan to credit reporting agencies as well as your entry into a Trial Period Plan in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements. **CREDIT SCORING COMPANIES GENERALLY CONSIDER THE ENTRY INTO A PLAN WITH REDUCED PAYMENTS AS AN INCREASED CREDIT RISK. AS A RESULT, ENTERING INTO A TRIAL PERIOD PLAN MAY ADVERSELY AFFECT YOUR CREDIT SCORE, PARTICULARLY IF YOU ARE CURRENT ON YOUR MORTGAGE OR OTHERWISE HAVE A GOOD CREDIT SCORE.** For more information about your credit score, go to [ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm](http://ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm).

**Q. Why is there a trial period?**

The trial period offers you immediate payment relief and gives you time to make sure you can manage the new monthly mortgage payment. The trial period is temporary, and your existing loan and loan requirements remain in effect and unchanged during the trial period.

**Q. When will I know if my loan can be modified permanently and how will the modified loan balance be determined?**

Once you make all of your trial period payments on time and return to us two copies of a modification agreement with your signature, we will sign one copy and send it back to you so that you will have a fully executed modification agreement detailing the terms of the modified loan. Any difference between the amount of the trial period payments and your regular mortgage payments will be added to the balance of your loan along with any other past due amounts as permitted by your loan documents. While this will increase the total amount that you owe, it should not significantly change the amount of your modified mortgage payment.

If you are eligible and qualify for the HFA Program, after making all of your trial period payments on time, and upon our receipt of the HFA Funds, we will apply such funds first to reduce accrued and unpaid interest on your mortgage loan and any other past due amounts advanced by us under the terms of the mortgage, then to pay down a portion of the unpaid principal balance of the mortgage loan.

**Q. Are there incentives that I may qualify for if I am current with my new payments?**

No. Borrower incentive compensation is only available to borrowers who qualified for a permanent modification under the federal Home Affordable Modification Program (HAMP).

**Q. Will my interest rate and principal and interest payment be fixed after my loan is permanently modified?**

Once your loan is modified, your interest rate and monthly principal and interest payment will be fixed for the life of your mortgage. Your new monthly payment will include an escrow for property taxes, hazard insurance and other escrowed expenses. If the cost of your homeowners insurance, property tax assessment or other escrowed expenses increases, your monthly payment will increase as well.