

Bank of America
Home Loans
 P. O. Box 10221
 Van Nuys, CA 91410-0221

Notice Date: August 24, 2009

Account No.:

Property Address:

IMPORTANT MESSAGE ABOUT YOUR LOAN

This letter is an agreement ("Agreement") that sets forth the terms and conditions upon which you and BAC Home Loans Servicing, LP have agreed that you will repay the Past Due Amount owed to BAC Home Loans Servicing, LP under the above-referenced loan (the "Loan").

WHAT YOU SHOULD DO

Repayment of Past Due Amount:

The attached Total Amount Past Due Schedule shows the total amount (the "Past Due Amount") you must pay to BAC Home Loans Servicing, LP in order to cure your delinquency, as of August 24, 2009. The Past Due Amount includes your delinquent payments, remaining unpaid portion of reduced payments, accrued late charges, and fees and costs accrued by BAC Home Loans Servicing, LP as a result of your default or any bankruptcy filing. We have agreed that you will repay the Past Due Amount over a period of several months by making the installment payments shown on the Schedule. Each scheduled monthly payment includes your ongoing monthly payment obligation, and a portion of the Past Due Amount. During the period of the Special Forbearance Agreement additional late charges will not be assessed to the loan. Once your Loan is brought current, late charges will be assessed against you only if your account again becomes delinquent. Failure to adhere to the terms and conditions of the Special Forbearance Agreement could result in additional late charges.

Voluntary Lump Sum Payment:

You have agreed voluntarily to pay the lump sum amount of \$1,658.50 to BAC Home Loans Servicing, LP by August 24, 2009, which will be applied by BAC Home Loans Servicing, LP to past due principal, interest and escrow payments due for the months of April to August. Any funds received in excess of this lump sum amount will be applied to a suspense account until there is a sufficient balance to post an entire monthly installment. Upon application of this lump sum amount to your loan, your loan will be due for the months of April 2009 to August 2009, and the new Total Past Due Amount will be \$16,102.77. Although payment of this lump sum amount is entirely voluntary on your part, should BAC Home Loans Servicing, LP not receive this lump sum payment from you on or before August 24, 2009, this Agreement, including the Special Forbearance Payment Terms described below, shall become null and void and shall have no further force or effect except as otherwise specifically provided herein. In such event, you should contact our office to discuss what other options may be available to you at that point.

Reduction in Payments:

Beginning on the 1st day of September, 2009, you will remit a monthly payment of \$1,658.50 for a period of 2 month(s).

Completion of Terms:

You will resume the regular monthly payments required under your note and security instrument upon payment in full of your Past Due Amount. The debt, if not sooner paid, shall be due and payable on the 1st day of November, 2009.

Changes to the Payment Amount:

The amounts provided in the Schedule are subject to change by BAC Home Loans Servicing, LP, as BAC Home Loans Servicing, LP may determine that additional amounts are due. For example, your scheduled payments may increase in the event that your regular monthly payment of escrow, principal or interest increases, as with an adjustable rate mortgage, or upon the re-analysis of your escrow account. If at the completion of the repayment schedule there is an additional amount due, this amount will be deemed due in full unless further arrangements are agreed to between the Borrower(s) and Servicer.

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This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

partial or untimely payment, terminating this Agreement, and commencing or continuing, as the case may be, foreclosure proceedings or taking any other action permitted by law.

Miscellaneous Provisions:

The invalidity of any portion of this Agreement shall in no way affect the balance thereof. All parties to this Agreement represent that they have investigated the facts they deem necessary and are not relying upon any representations or acknowledgments, whether oral or in writing, of any other party hereto except as contained herein. This Agreement shall be governed by California law, without giving effect to principles of conflicts of law.

Again, if you fail to meet any of the terms or conditions of this Agreement, this Agreement, at BAC Home Loans Servicing, LP's option, shall terminate **WITHOUT FURTHER NOTICE TO YOU** and, in such case, all amounts owing under your Loan, including but not limited to, the Past Due Amount, will be immediately due and payable, and BAC Home Loans Servicing, LP shall commence or continue, as the case may be, foreclosure proceedings, or may take such other action as is permitted by law. Certainly, these are not actions BAC Home Loans Servicing, LP desires to take. Accordingly, BAC Home Loans Servicing, LP urges you to strictly abide by all the terms and conditions of this Agreement. If, for some reason, you cannot comply with this Agreement, please notify us immediately so that we can discuss whatever options may be available to you.

This offer expires and is withdrawn **WITHOUT FURTHER NOTICE TO YOU**, unless the Agreement is executed by each borrower and received by our office within 7 days from the date of this Agreement.

MY/OUR SIGNATURE(S) BELOW ACKNOWLEDGE(S) THAT I/WE HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

- 1) Total Amount Due Schedule
- 2) Application of Voluntary Funds Schedule
- 3) Special Forbearance Plan Agreement Payment Schedule

I/WE AGREE TO ABIDE BY THE AGREEMENT AND SCHEDULES LISTED ABOVE. I/WE FURTHER AGREE THAT ANY MODIFICATIONS, AMENDMENTS OR CHANGES WHATSOEVER TO THIS AGREEMENT WILL INVALIDATE THIS AGREEMENT.

Date

Please sign, date and return one copy of the agreement in the enclosed envelope. Please keep one executed copy signed by BAC Home Loans Servicing, LP for your records.

BAC Home Loans Servicing, LP
Attention: Workout Department, Mail Stop TX2-973-04-02
7105 Corporate Drive
Plano, TX 75024-4100

This offer expires and is withdrawn unless the Agreement is executed by each borrower and received by our office within 7 days from the date of this Agreement.

THANK YOU FOR YOUR BUSINESS

BAC Home Loans Servicing, LP appreciates all your efforts and cooperation in this matter. If you have any further questions, please contact Dina Brown, in the Workout Department, at 1-888-742-0493, extension 2338.

For information about BAC Home Loans Servicing, LP, please visit us online at www.bankofamerica.com/cwcustomers.