

**Your Loan Modification  
Trial Period Plan is Here!**

Loan Number:

September 28, 2009

Dear

We recently sent you a letter with instructions on how to start making your new trial period mortgage payment of \$1,077.89 as part of the three-month trial period under the Federal Government's Home Affordable Modification Program. If you haven't already done so, it is important that you take the first step by making your first month's trial period mortgage payment as soon as possible. **Making this payment allows you to begin the trial period while you gather the requested documentation.**

**Remember, there are no fees associated with this program.** If for some reason you are not eligible for the Home Affordable Modification Program once you've started the trial period, we will contact you and review other options. **Once you've made your first trial period mortgage payment, the next step is for you to return the requested documents and enclosed forms** in order to finalize the three-month trial period and qualify for the permanent modification of your loan.

For your convenience, a detailed **Return Package Checklist** is enclosed. We have also enclosed an envelope to assist you in returning the requested documents by 11/1/2009. Call us today at 1.866.994.0181 if you have questions about this package. If you would like to make your first month's trial period mortgage payment, call 1.800.669.6650.

Sincerely,



Ken Scheller  
Senior Vice President  
Home Retention Division  
BAC Home Loans Servicing, LP

***P.S. Please complete the enclosed documents and return them with the required financial information by 11/1/2009. Again, if you have not made your first payment, please call 1.800.669.6650.***



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## Home Affordable Modification Trial Period Package For Bank of America and Countrywide Originated Home Loans

**Thank you for your interest in the Home Affordable Modification Program.** In order for us to continue evaluating your request to participate in the initial three-month trial period, please complete the forms in this packet and mail them back to us with the required documentation in the enclosed envelope. In addition, we strongly recommend making a copy of all materials you include in your return package for your personal files.

**Section 1 Checklist of Documents to Send to Us**

**Section 2 Home Affordable Modification Trial Period Plan**

- a) Mortgage Servicer Copy 1
- b) Mortgage Servicer Copy 2
- c) Customer Copy

**Section 3 Hardship Affidavit**

**Section 4 Tax Information Form -- IRS Form 4506-T**

**Section 5 Other Information:**

- a) Important Program Information
- b) Frequently Asked Questions
- c) Troubled Asset Relief Program (TARP) Warning

**RETURN DOCUMENTS BY 11/1/2009 TO:**

**Home Retention Services**

**9700 Bissonnet Street**

**Suite 1500**

**Houston, TX 77036**

**1.866.994.0181**

**Section 1: Return Package Checklist**

Use this checklist to gather and prepare the materials you will need to send by

**11/1/2009**

First, if you have not already done so, please make your first month's trial period payment in the amount of \$1,077.89 as soon as possible. Please use the enclosed payment coupon or your loan coupon to ensure your payment is mailed or routed to BAC Home Loans Servicing, LP. For faster processing, you can provide payment over the phone at no additional cost by calling 1.800.669.6650.

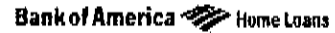
- 1. Section 2 - Please sign and return both Mortgage Servicer copies of the Home Affordable Modification Trial Period Plan. Please note that your Home Affordable Modification Agreement will come after you've successfully completed your trial modification period.
- 2. Section 3 - Completed Hardship Affidavit
- 3. Section 4 - Tax Information Form — IRS Form 4506-T
- 4. Additional Income Documentation:
  - a. For each borrower who is a paid (salaried or hourly) employee:
    - ✓ Copy of the most recently filed federal tax return signed and dated for each borrower with all schedules. If you submitted your tax return online, you still need to sign and date the copy you send to us.
    - ✓ Copy of the two most recent consecutive pay stubs covering 30 days for each borrower.
  - b. For each borrower who is self-employed:
    - ✓ Copy of the most recently filed federal tax return signed and dated for each borrower with all schedules. If you submitted your tax return online, you still need to sign and date the copy you send to us.
    - ✓ Copy of the most recent quarterly or year-to-date profit/loss statement.
  - c. For each borrower who has income such as social security, disability or death benefits, pension, public assistance or unemployment:
    - ✓ Copy of most recent federal tax return signed and dated for each borrower with all schedules and W-2s or copies of two most recent bank statements.
    - ✓ Copy of benefits statement or letter from the provider that states the amount, frequency and duration of the benefits. (Benefits must continue for at least three years to be considered qualifying income under this program.)
    - ✓ If you are unemployed, documentation to verify unemployment benefits to continue for nine months.
  - d. For each borrower who is relying on alimony or child support as qualifying income:
    - ✓ Copy of divorce decree, separation agreement or other written agreement or decree that states the amount of the alimony or child support and period of time over which it will be received. Payments must continue for at least three years to be considered qualifying income under this program.
    - ✓ Proof of full, regular and timely payments; for example, deposit slips, bank statements, court verification or filed federal tax return with all schedules.
  - e. For each borrower who has rental income:
    - ✓ Copies of most recent two years of filed federal tax returns signed and dated for each borrower with all schedules, including Schedule E — Supplement Income and Loss. Rental income for qualifying purposes will be 75 percent of the gross rent.
- 5. Please keep a copy of all documents for your records. Do not send original income documentation, as copies are acceptable.

If your situation has changed since you provided your initial financial information to us verbally, please call us at 1.800.669.6650 to be re-evaluated. Please note that all financial information is subject to verification.

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Section 2a: Home Affordable Modification Trial Period Plan  
Step 1 - Mortgage Servicer Copy 1



Investor Loan # \_\_\_\_\_

**HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN  
(Mortgage Servicer Copy 1)**

Trial Period Plan Effective Date: 11/1/2009

Borrower ("I"):

Servicer ("Servicer"): BAC Home Loans Servicing, LP

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 1/23/2006

Loan Number: \_\_\_\_\_

Property Address ("Property"):

If I am in compliance with this Trial Period Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Servicer will provide me with a Home Affordable Modification Agreement ("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 Plan 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 understand that after I sign and return two copies of this Plan to the Servicer, the Servicer will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Servicer sign it and Servicer provides me with a copy of this Plan with the Servicer's signature.

- 1. **My Representations.** I certify, represent to Servicer and agree:
  - A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit 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. I live in the Property as my principal residence, and 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);

<sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



Section 2a Home Affordable Modification Trial Period Plan  
Step 1 Mortgage Servicer Copy 1



- E. Under penalty of perjury, all documents and information I have provided to Servicer pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
  - F. If Servicer 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 the Servicer the amount set forth below ("Trial Period Payment"), which includes payment for Escrow Items, including real estate taxes, insurance premiums and other fees, if any, of U.S. \$1,077.89.

Trial Period Payment #	Trial Period Payment	Due Date On or Before
1	\$1,077.89	11/1/2009
2	\$1,077.89	12/1/2009
3	\$1,077.89	1/1/2010

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.

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 this Plan;
- B. Except as set forth in Section 2.C. below, the Servicer will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice 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 the Servicer may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D. The Servicer 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. If there is any remaining money after such payment is applied, such remaining funds will be held by the Servicer 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 the Servicer 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) the Servicer does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Servicer determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Servicer will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and



Section 2a: Home Affordable Modification Trial Period Plan  
Step 1- Mortgage Servicer Copy 1



- 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 receive a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed. I further understand and agree that the Servicer 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.
- 3. **The Modification.** I understand that once Servicer 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, the Servicer will determine the new payment amount. If I comply with the requirements in Section 2 and my representations in Section 1 continue to be true in all material respects, the Servicer will send me a Modification Agreement for my signature which will modify my Loan Documents as necessary to reflect this new payment amount and waive any unpaid late charges associated with overdue loan payments remaining unpaid as of the date immediately before the modification. Upon execution of a Modification Agreement by the Servicer and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Servicer and me for the remaining term of the loan.
- 4. **Additional Agreements.** I agree to the following:
  - A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Plan, unless a borrower or co-borrower is deceased or the Servicer has waived this requirement in writing.
  - B. 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.
  - C. That this Plan constitutes notice that the Servicer's waiver as to payment of Escrow items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account.
  - D. That all terms and provisions 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. The Servicer and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.
  - E. Notwithstanding anything herein to the contrary, if my final two Trial Period Payments are received by Servicer after the close of business on the 15th calendar day of the last month of the Trial Period but before the end of the Trial Period, I agree that the Trial Period shall be extended by one calendar month (the "Additional Trial Period"). I agree to abide by all terms and provisions of this Trial Period Plan during the Additional Trial Period. In addition, I agree to make a Trial Period Payment in the amount of \$1,077.89 [the same amount of the other Trial Period Payments] no more than 30 days after the last due date listed in the chart in Section 2 above.

The Servicer and I have executed this Plan.

\_\_\_\_\_  
BAC Home Loans Servicing, LP

\_\_\_\_\_  
Date

By: \_\_\_\_\_

\_\_\_\_\_  
Date

HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3158 3/09 (rev. 8/09) (page 3 of 3 pages)



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