

Apr-06-2007 04:10pm From-AMC MORTGAGE SERVICES

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T-081 P.002/008 F-017



April 6, 2007

Kerry [REDACTED]
[REDACTED]
706 South Buxton Street
Indianola, LA 50125

RE: Real Estate Loan Number: [REDACTED]
Property Address: Same as Above

Dear Kerry [REDACTED]

Enclosed are two copies of the Forbearance Agreement that AMC Mortgage Services is extending to you. Please sign one copy of the agreement and return it to us no later than **April 16, 2007**. Keep the second copy of the agreement stamped "COPY" for your records.

Certified funds in the amount of \$6,000.00 must be received by no later than 3 PM PST on April 16, 2007.

NOTE: If we do not receive the signed Forbearance Agreement in addition to the certified funds of \$6,000.00 in our office by 3 PM PST on April 16, 2007, this forbearance offer will be null and void and we will proceed with the foreclosure sale on May 3, 2007 without further notice.

During the Forbearance Agreement, you will not receive a monthly billing statement while you are paying in accordance with the "Payment Schedule" (see page 1 of the Agreement). Once you have successfully completed the forbearance Agreement and your loan is current, your loan will be returned to regular servicing and you will again receive a monthly billing statement.

Strict compliance with all conditions of the Forbearance Agreement is mandatory. Any breach, including the failure to make full and timely payments as set forth in the Agreement will result in cancellation of the Agreement and continuance with further action which may include foreclosure.

If applicable, you will receive a letter informing you of any and all installment changes that may occur due to an interest rate change and/or an escrow analysis change.

The Home Retention Group looks forward to the successful completion of this Agreement. If you have any questions, please call me at the telephone number below.

Sincerely,

TBD, Home Retention Specialist
Home Retention Group
(800) 211-6926, extension TBD

The Fair Debt Collection Practices Act requires us to notify you that if your loan is in default, AMC Mortgage Services will attempt to collect the debt and any information we obtain will be used for that purpose. However, if you have received a discharge, and the

505 City Parkway West Suite 100, Orange, California 92868-4509 (800) 211-6926 *FAX (949) 862-3764

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T-081 P.004/008 F-017

4/6/2007

Loan# [REDACTED]

FORBEARANCE AGREEMENT

By these signatures below, Kerry [REDACTED] (collectively the "Borrowers") hereby agrees to the recitals, terms, and conditions of the Forbearance Agreement and AMC Mortgage Services, Inc. ("Lender") in consideration for the Borrowers performance of the duties and obligations imposed hereby, agrees to forbear certain rights, privileges, and authority in accordance with the following:

It is acknowledged that Borrowers became indebted to Lender pursuant to a Loan Agreement and Promissory Note in the amount of \$112,000.00. Said Note is secured by a Mortgage executed by Borrowers in favor of Lender, encumbering that certain property located at: [REDACTED] Indianola, LA 50125.

It is acknowledged that borrowers are in default under the terms of the Note and Mortgage ("Loan Documents") and a Complaint will be filed.

It is acknowledged that the Loan may be reinstated and the default cured by the payment schedule below, plus all attorney fees and foreclosure fees and costs incurred by lender, to date of such cure. Lender's internal application of Borrowers payment to Borrowers Loan under the Forbearance Agreement shall not be deemed to cure the default referenced in the Complaint unless and until the loan is fully reinstated in accordance with the terms of the payment schedule set forth below.

DEFAULT AMOUNT**DUE DATE:** April 1, 2006

Loan Payments:	04/01/06 - 04/30/06 @ \$1,214.21 ea.	=	\$ 1,214.21
Loan Payments:	05/01/06 - 10/31/06 @ \$1,284.64 ea.	=	\$ 7,707.84
Loan Payments:	11/01/06 - 11/30/06 @ \$1,335.41 ea.	=	\$ 1,335.41
Loan Payments:	12/01/06 - 03/31/07 @ \$1,317.66 ea.	=	\$ 5,270.64
Loan Payments:	04/01/07 - 04/30/07 @ \$1,317.66 ea.	=	\$ 1,317.66
Foreclosure Fees & Costs:		=	\$ 1,927.18
Appraisal Fees:		=	\$ 325.00
Property Inspection Fees:		=	\$ 174.50
Escrow Advance:		=	\$ 694.49
Late Charges:		=	\$ 847.32
TOTAL REQUIRED TO REINSTATE:			\$ 21,014.25

PAYMENT SCHEDULE

Pymt Due Date	Amt Due	Application of Funds		Suspense Balance	Applied for Month of
		To Fees	To Loan		
04/16/07	\$6,000.00	\$3,321.17	\$2,498.85	\$179.98	Apr 06 - May 06
05/16/07	\$2,379.98	\$0.00	\$1,284.64	\$1,275.32	Jun 06
06/16/07	\$2,379.98	\$0.00	\$2,569.28	\$1,086.02	Jul 06 - Aug 06
07/16/07	\$2,379.98	\$0.00	\$2,569.28	\$896.72	Sept 06 - Oct 06
08/16/07	\$2,379.98	\$0.00	\$2,653.07	\$623.63	Nov 06 - Dec 06
09/16/07	\$2,379.98	\$0.00	\$2,635.32	\$368.29	Jan 07 - Feb 07
10/16/07	\$2,379.98	\$0.00	\$2,635.32	\$112.95	Mar 07 - Apr 07
11/16/07	\$2,379.98	\$0.00	\$1,307.53	\$1,185.40	May 07 (A)
12/16/07	\$2,379.98	\$0.00	\$2,615.06	\$950.32	Jun 07 - Jul 07
01/16/08	\$2,379.98	\$0.00	\$2,615.06	\$715.24	Aug 07 - Sept 07
02/16/08	\$2,379.98	\$0.00	\$2,615.06	\$480.16	Oct 07 - Nov 07 (A)
03/16/08	\$2,379.98	\$0.00	\$2,615.06	\$245.08	Dec 07 (E) - Jan 08
04/16/08	\$2,379.98	\$0.00	\$2,615.06	\$10.00	Feb 08 - Mar 08
05/16/08	\$2,379.98	\$0.00	\$1,307.53	\$1,082.45	Apr 08
06/16/08	\$2,379.93	\$847.32	\$2,615.06	\$0.00	May 08 (A) - Jun 08

NOTE: If we do not receive the executed forbearance agreement and \$6,000.00 in certified funds on or before April 16, 2007 by 3:00 p.m. PST, this offer will be rescinded and we will proceed with the foreclosure sale on May 3, 2007 without further notice.

A- Adjustable Rate Change: The regularly monthly principal & interest payment on this loan may change due to the adjustable rate mortgage change per the original terms of your ARM note and mortgage. The ARM change/disclosure will be sent to by separate mail about 45 days prior to the scheduled change. If the ARM change has any effect on the repayment plan installment, we will also send you written notice by separate mail.

E- Escrow Change: An escrow change will take place and may also change the total monthly payment of your loan due to a change in the escrow portion of your payment. The escrow change/disclosure will be sent to you by separate mail about 30 days prior to the scheduled change. If the escrow change has any effect on the repayment plan installment, we will also send you written notice by separate mail.

Apr-08-2007 04:11pm From:AMC MORTGAGE SERVICES

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4/6/2007

Loan# [REDACTED]

Payments

The payments under the Plan are due on the sixteenth of each month (or the previous business day if the sixteenth of the month falls on a Saturday or Sunday), and you do not have a "grace period". EACH PAYMENT MUST BE MADE WITH A CASHIER'S CHECK OR MONEY ORDER. Personal checks will not be accepted. Please mail payments to:

AMC Mortgage Services
505 City Parkway West
Suite 100
Orange, CA 9868
Attn: TBD, Home Retention Department

Borrower hereby acknowledges that the repayment terms set forth in this agreement are based on the financial information that Borrower has supplied AMC as a condition precedent to this agreement and upon which AMC relies. Borrower acknowledges that if Borrower receives funds not previously anticipated or reflected in the financial information previously provided, Borrower will inform AMC. Borrower also agrees that if borrower receives any unanticipated funds, the repayment terms of delinquent amounts set forth in this agreement are subject to amendment at the sole discretion of AMC. For purposes of this agreement, these unanticipated funds are funds that do not constitute insurance claim payments or "Miscellaneous Proceeds" as defined in the mortgage or deed of trust securing Borrower's note inasmuch as these funds, pursuant to said mortgage or deed of trust, typically belong in restricted escrow and are then used for purposes of rebuilding or rehabilitating the property.

Unanticipated funds can include, but are not limited to, state or federal disaster relief aid (subject to the terms of said relief), grant monies, inheritance, litigation damage awards, lottery and/or gambling winnings.

Forbearance

Nothing set forth herein shall be considered as a waiver by Lender of the Specified Defaults (which defaults Lender will suffer to exist only upon the terms set forth in this Forbearance Agreement) or of any other Events of Defaults which may occur or which may be disclosed to or be discovered by the Lender prior to the expiration date. Upon the occurrence, disclosure or discovery of any other Default or Event of Default prior to the expiration date, the forbearance period shall immediately terminate, at Lender's election and Lender may enforce any or all of its remedies under the Loan Documents. Should borrowers fail to make any of the required payments under the Forbearance Agreement, Lender shall immediately exercise any and all of its rights under the Loan Documents without further notice to borrowers.

Credit Reporting

The status of your loan will be reported monthly to all respective credit reporting agencies for the duration of this Agreement and thereafter. Accordingly, for the duration of this Agreement and thereafter, AMC Mortgage Services will report your Loan as delinquent if your Loan is not completely contractually current under your Loan Documents, even if you make timely payments to AMC Mortgage Services in accordance with the Schedule or Amended Schedule, if any. This Agreement does not constitute an agreement by AMC Mortgage Services to waive any reporting of the delinquency status of your Loan payments. AMC Mortgage Services specifically reserves any rights it may have relating to your Loan, including any rights it may have under your note and security instrument.

Merger

Borrowers acknowledge consent to the terms of the stipulation attached to this Forbearance Agreement, titled "Stipulation of Judgment Debtor(s) in Support of Motion to Reassign Note and Mortgage or Alternatively, Stipulation to Iowa Code 6615.2 Extension of Judgment." Borrowers agree to execute said stipulation and further agree to perform such acts and prepare, execute, and file any documents or stipulations reasonably required to perform the covenants, to satisfy the conditions herein contained, or to give full force and effect to this Forbearance Agreement.

This Forbearance Agreement merges all negotiations, stipulations, and provision relating to the subject matter of this Forbearance Agreement which preceded or may accompany the execution of this Forbearance Agreement.

Governing Law

This Forbearance Agreement shall be construed in accordance with and governed by the internal laws, other than choice of laws, of the State of Iowa, regardless of where executed or performed. If any provisions of the Forbearance Agreement shall be determined to be invalid, void or illegal, such provision shall be construed and amended in a manner which would permit its enforcement, but in no event shall such provision effect, impair or invalidate any other provision hereof.

Loan Documents

Borrowers hereby confirm the validity and effectiveness of the Loan Documents in the light of the terms and provisions of the Forbearance Agreement. This acknowledgment and confirmation shall in no way be deemed to constitute a requirement or admission by Lender that any such acknowledgment or confirmation is required to maintain the effective of the Loan Documents, no such acknowledgment and confirmation being so required. Except as expressly modified herein, the Loan Documents shall remain in full force and effect.

Apr-06-2007 04:11pm From-AMC MORTGAGE SERVICES

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Significance of Headings

Section headings contained herein are solely for the purpose of aiding the speedy location of subject matter and are not, in any sense, to be given weight in the construction of the Forbearance Agreement. Accordingly, in case of any question, with respect to the construction of the Forbearance Agreement, it is to be construed as though section headings have been omitted.

Lender hereby agrees to forbear its right to foreclose upon the subject property/properties pursuant to said Mortgage upon the express condition that Borrowers sign and return the original of the Forbearance Agreement and pays the Lender the scheduled payments set forth above. Nothing herein shall be construed as prohibiting the Lender's right to continue foreclosure unless Borrowers cure and reinstate the Loan and makes future regular payments as agreed. Time is of the essence with respect to the provisions of this Forbearance Agreement.

It is understood that Lender makes no other representations or warranties than as expressly stated above and Lender shall not be prohibited from the exercise of any lawful right except as herein stated and agreed to by Borrowers.

BORROWERS UNDERSTAND AND AGREE THAT SHOULD THEY BE LATE IN THE MAKING OF ANY PAYMENT DUE UNDER THIS FORBEARANCE AGREEMENT, LENDER WILL BE ABLE TO FORECLOSE UPON THE PROPERTY IMMEDIATELY WITHOUT NOTICE TO BORROWERS.

READ, ACKNOWLEDGED, AND AGREED UPON, FOR BORROWERS:

By: _____
Kerry ~~0000000000~~

Date: _____

By: _____
~~0000000000~~

Date: _____

IN THE IOWA DISTRICT COURT FOR _____ COUNTY

_____)	EQUITY NO. _____
_____)	
Plaintiff,)	
vs.)	STIPULATION OF JUDGMENT
_____)	DEBTOR(S) IN SUPPORT OF MOTION
_____)	TO REINSTATE NOTE AND
_____)	MORTGAGE OR ALTERNATIVELY,
_____)	STIPULATION TO IOWA CODE §615.2
_____)	EXTENSION OF JUDGMENT
and PARTIES IN POSSESSION,)	
Defendants.)	

STATE OF IOWA)
)
 COUNTY OF _____)

In consideration of the reinstatement quote provided by Judgment Creditor the undersigned agree as follows:

- (1) on receipt of the reinstatement amount, Judgment Creditor will make application to set aside the Foreclosure Decree and reinstate the Note and Mortgage cancelled by said Decree and dismissal without prejudice of this foreclosure proceeding. By our signature below I/we join in that motion and consent to the entry of the requested relief;
- (2) if the motion to set aside the Foreclosure Decree and reinstate the Note and Mortgage is denied, by our signature below we agree the Judgment Creditor may return your reinstatement funds and proceed to Sheriff's Sale on the Foreclosure Decree; or
- (3) alternatively, at the election of Judgment Creditor, it may file this pleading which will serve as a Written Stipulation pursuant to Iowa Code §615.2 (2005), allowing for the

extension of the Foreclosure Decree to the date that is the end of the term of the Mortgage Note a copy of which is attached to the Foreclosure Petition as an Exhibit.

Our signature below shall serve as our agreement to this stipulation and consent to the filing of the same in the Court in which the Foreclosure Decree was entered.

So agreed:

Judgment Debtor(s)/Mortgagor(s)

(print name)

(print name)

On this ___ day of _____, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa