

Sep-01-06 10:59am From-AMC MORTGAGE SERVICES

+7146344635

T-881 P.002/005 F-197



September 1, 2006

Barac [REDACTED]

[REDACTED]
Sugar Land, Tx 77478-7133RE: Real Estate Loan Number: [REDACTED]
Property Address: Same as Above

Dear Barac [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 **September 3, 2006**. Keep the second copy of the agreement stamped "COPY" for your records.

Certified funds in the amount of \$5,000.00 must be received by no later than 3 PM PST on September 3, 2006.

NOTE: If we do not receive the signed Forbearance Agreement in addition to the certified funds of \$5,000.00 in our office by 3 PM PST on September 1, 2006, this forbearance offer will be null and void and we will proceed with the foreclosure action 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,

Susana Mendez, Home Retention Specialist
Home Retention Group
(800) 211-6926, extension 33560

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 loan was not reaffirmed in the bankruptcy case, AMC Mortgage Services will only exercise its right as against the property and is not attempting with this statement and will not attempt in any act to collect the discharged debt from you personally.

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

Sep-01-08 10:59am From-AMC MORTGAGE SERVICES

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T-661 P.003/005 F-197

9/1/2006

Loan# [REDACTED]

FORBEARANCE AGREEMENT

By this signature below, Barac Abastta, 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 Borrower became indebted to Lender pursuant to a Promissory Note (the "Note") dated August 25, 2003 in the amount of \$121,500.00. Said Note is secured by a Mortgage (each a "Security Instrument") of even date, executed by the Borrower in favor of Lender, encumbering that certain property located at 16422 Elmwood Point Lane, Sugar Land, Texas 77478 (the "Property").

It is acknowledged that the Borrower is in default under the terms of the Note and Security Instrument (collectively the "Loan Agreement") and a Notice of Intent to Foreclose describing such default ("the Default") has been previously received by the Borrower.

It is agreed by the parties hereto that the Loan Agreement will be reinstated and the Default cured if and only if the Borrowers fully and timely perform under the payment schedule set forth below and all other terms and conditions of the Forbearance Agreement are fulfilled in a timely manner by the Borrower. Borrower acknowledges that Lender's acceptance and application of any Borrowers payments under this Forbearance Agreement or, otherwise shall not be deemed to cure the Default or require a reinstatement of the Loan Agreement unless and until all terms and conditions of this Forbearance Agreement are fulfilled in accordance with the requirements set forth herein

DEFAULT AMOUNT**DUE DATE: February 1, 2005**

Loan Payments: 02/01/05 - 10/31/05 @ \$1,383.19 ea.	=	\$14,248.71
Loan Payments: 11/01/05 - 04/30/06 @ \$1,643.56 ea.	=	\$ 9,861.36
Loan Payments: 05/01/06 - 03/31/06 @ \$1,719.96 ea.	=	\$ 1,719.96
Loan Payments: 06/01/06 - 09/31/06 @ \$1,507.06 ea.	=	\$ 4,521.18
Escrow Advance:	=	\$ 176.72
Foreclosure Fees & Costs:	=	\$ 944.65
Appraisal Fee:	=	\$ 107.50
Property Inspection Fees:	=	\$ 166.50
Suspense:	=	\$ - 688.19
TOTAL REQUIRED TO REINSTATE:		\$ 31,058.39

PAYMENT SCHEDULE

As of the date of this Forbearance Agreement Lender acknowledges it is holding \$688.19 previously received from the Borrowers. The first installment described below of \$5,000.00 will be added to the loan level suspense balance of \$688.19 to make the first payment described below.

Pymt Due Date	Amt Due	To Fees	Application of Funds		Applied for Month of
			To Loan	Suspense Balance	
				\$688.19	
9/3/06	\$5,000.00	\$1,395.37	\$3,166.38	\$1,126.44	Feb 05, Mar 05
10/03/06	\$2,754.97	\$0.00	\$3,166.38	\$715.03	Apr 05, May 05
11/03/06	\$2,754.97	\$0.00	\$3,166.38	\$303.62	Jun 05, July 05
12/03/06	\$2,754.97	\$0.00	\$1,583.19	\$1,475.40	Aug 05
1/03/07	\$2,754.97	\$0.00	\$3,166.38	\$1,063.99	Sept 05, Oct 05
2/03/07	\$2,754.97	\$0.00	\$1,643.56	\$531.84	Nov 05, Dec 05
3/03/07	\$2,754.97	\$0.00	\$3,287.12	\$1,643.25	Jan 06
4/03/07	\$2,754.97	\$0.00	\$3,363.52	\$1,111.10	Feb 06, Mar 06
5/03/07	\$2,754.97	\$0.00	\$3,014.12	\$502.95	Apr 06, May 06
6/03/07	\$2,754.97	\$0.00	\$1,507.06	\$243.40	Jun 06, July 06
7/03/07	\$2,754.97	\$0.00	\$3,014.12	\$1,491.31	Aug 06
8/03/07	\$2,754.97	\$0.00	\$3,124.30	\$1,232.16	Sept 06, Oct 06
9/03/07	\$2,754.97	\$0.00	\$3,124.30	\$862.83	Nov 06 (A), Dec 06
10/03/07	\$2,754.97	\$0.00	\$3,124.30	\$493.50	Jan 07, Feb 07
11/03/07	\$2,754.97	\$0.00	\$1,562.15	\$1,24.17	Mar 07, Apr 07 (E)
12/03/07	\$2,754.97	\$0.00	\$2,943.10	\$1,316.99	May 07 (A)
1/03/08	\$2,754.97	\$0.00	\$2,943.10	\$1,128.86	Jun 07, July 07
2/03/08	\$2,754.97	\$0.00	\$2,943.10	\$940.73	Aug 07, Sept 07
3/03/08	\$2,754.97	\$0.00	\$2,943.10	\$752.60	Oct 07, Nov 07 (A)
4/03/08	\$2,754.97	\$0.00	\$2,943.10	\$564.47	Dec 07, Jan 08
5/03/08	\$2,754.97	\$0.00	\$2,943.10	\$376.34	Feb 08, Mar 08
6/03/08	\$2,754.97	\$0.00	\$2,943.10	\$188.21	Apr 08 (E), May 08 (A)
7/03/08	*SEE NOTE	*SEE NOTE	*SEE NOTE	*SEE NOTE	*SEE NOTE

*NOTE: This forbearance agreement will not cure the delinquency. After receiving timely installments, we will review for a Loan Modification to cure the arrearages. We will require updated financial information for review at that time.

Sep-01-06 11:00am From:AMC MORTGAGE SERVICES

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T-661 P.004/008 F-187

9/1/2006

Loan# [REDACTED]

NOTE: If we do not receive the executed forbearance agreement and \$5,000.00 in certified funds on or before September 3, 2006 by 3:00 p.m. PST, this offer will be rescinded and we will proceed with the foreclosure referral without further notice.

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
Orange, CA 92868
Attn: Susana Mender, 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.

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 Arkansas, 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 affect, 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 effectiveness 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.

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.

Sep-01-06 11:00am From-AMC MORTGAGE SERVICES

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T-861 P.006/006 F-197

9/1/2006

Loan# [REDACTED]

Lender hereby agrees to forbear its right to foreclose upon the subject property/properties pursuant to said Deed of Trust 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. This 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.

BORROWER UNDERSTANDS AND AGREES 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 BORROWER:

By: _____ Date: _____
Bart [REDACTED]