

Nov-22-06 09:21pm From-AMC Mortgage Services Rancho Cucamonga

T-292 P.002/006 F-072



November 22, 2006

LEE [REDACTED]
 [REDACTED]
 [REDACTED]
 ROCKY MOUNT, NC 27803

RE: Forbearance Plan Agreement

Loan Number: [REDACTED]

Property Address: [REDACTED]

Dear LEE [REDACTED],

Enclosed are two copies of the Forbearance Agreement that AMC Mortgage Services, Inc. is extending to you. Please sign one copy of the Agreement and return it to us no later than November 27, 2006. Keep the second copy of the agreement stamped "COPY" for your records.

Certified funds in the amount of \$3,100.00 must be received in our office no later than 3 PM PST on November 27, 2006.

NOTE: If we do not receive the signed Forbearance Agreement (via fax) in addition to the certified funds of \$3,100.00 in our office by 3 PM PST on November 27, 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 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 of all installments 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,

[REDACTED] Home Retention Specialist
 Home Retention Group
 (800)211-6926, extension [REDACTED]

Federal Law requires us to notify you that we are acting as a debt collector. If you are currently in bankruptcy or have received a discharge in bankruptcy as to this obligation, this communication is intended for informational purposes only and is not an attempt to collect a debt in violation of the automatic stay or the discharge injunction.

Also doing business as Delaware AMC Mortgage Services, Inc., in the states of Texas, Rhode Island & New Hampshire
 505 City Parkway West, Suite 100, Orange, CA 92868, (800) 211-6926 *FAX (919) 862-3764

11/1/2006

Loan# [REDACTED]

FORBEARANCE AGREEMENT

By these signatures below, LEE D HOWARD and BERNICE O HOWARD the recitals, terms, and conditions of the Forbearance Agreement and AMC Mortgage Services, Inc. ("Lender") in consideration for the Borrowers performance of its 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 \$157,500.00. Said Note is secured by a Deed of Trust executed by Borrowers in favor of Lender, encumbering that certain property located at 7838 BRIDGEVIEW RD, ROCKY MOUNT, NC, 27803.

It is acknowledged that borrowers are in default under the terms of the Note and Deed of Trust ("Loan Documents") and a Notice of Mortgage Foreclosure started on November 01, 2006.

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 Publication unless and until the loan is fully reinstated in accordance with the terms of the payment schedule set forth below.

DEFAULT AMOUNT

DUE DATE: July 01, 2006

2 payment(s) @ \$1,583.79 for 07/01/2006 through 08/31/2006	=	\$	3,	7.58
3 payment(s) @ \$1,873.77 for 09/01/2006 through 11/30/2006	=	\$	5,	1.31
Suspense	=	\$	(30)
Late Charges	=	\$	1,	0.00
FCL Fees	=	\$	1,	0.00
Appraisal Fee	=	\$	1,	0.00
Inspection Fees	=	\$	1,	0.00
TOTAL REQUIRED TO REINSTATE :		\$	11,	74.89

PAYMENT SCHEDULE:

As of this Forbearance Agreement Lender acknowledges it is holding \$6.80 previously received from the Borrowers. The first installment described below of \$3,100.00 will be added to the loan level suspense balance of \$6.80 make the first payment described below.

Application of Funds

Pymt Due Date	Amt Due	To Fees	To Loan	Suspense Balance	Applied for Month of
11/27/2006	\$3,100.00	\$1,450.00	\$0.00	\$1,596.80	
12/27/2006	\$2,600.12	\$642.00	\$1,167.58	\$347.34	Jul 06, Aug 06
01/27/2007	\$2,600.12	\$0.00	\$1,873.77	\$1,073.69	Sep 06
02/27/2007	\$2,600.12	\$0.00	\$1,873.77	\$1,900.64	Oct 06
03/27/2007	\$2,600.12	\$0.00	\$3,747.54	\$652.62	Nov 06, Dec 06
04/27/2007	\$2,600.12	\$0.00	\$1,873.77	\$1,378.97	Jan 07
05/27/2007	\$2,600.12	\$0.00	\$3,747.54	\$231.59	Feb 07, Mar 07(E)
06/27/2007	\$2,600.12	\$0.00	\$1,873.77	\$957.90	Apr 07(A)
07/27/2007	\$2,600.12	\$0.00	\$1,873.77	\$1,684.25	May 07
08/27/2007	\$2,600.12	\$0.00	\$3,747.54	\$536.83	Jun 07, Jul 07
09/27/2007	\$2,600.12	\$0.00	\$1,873.77	\$1,263.18	Aug 07

Nov-22-06 03:22pm From:AMC Mortgage Services Rancho Cucamonga

T-282 P.004/008 F-072

11, 2006

Loan#0

10/27/2007	\$2,600.10	\$500.00	\$3,363.28	\$0.00	10/27/07, Oct 07(A)
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NOTE: If we do not receive the expected forbearance agreement and \$3,100.00 in certified funds on or before 11/27/2006 by 3:00pm PST, this offer will be rescinded and we will proceed with the forbearance

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 you 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.

Funds Disbursement

Borrower hereby acknowledges that the repayment terms set forth in this agreement are based on the financial information that was acknowledged 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 the 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 to the lender in restricted escrow and are then used for the 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, inheritances, litigation damage awards, lottery and/or gambling winnings.

Payments

The payments under the Plan are due on the Twenty-Seventh of each month (or the previous business day if the Twenty-Seventh 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, Inc.
505 City Parkway West, Suite 100,
Orange, CA 92668
Attn: Home Retention Department

Forbearance

Nothing set forth herein shall be considered as a waiver by Lender of the Specified Defaults (which default only upon the terms set forth in this Forbearance Agreement) or of any other Events of Defaults which are 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 a portion 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, AMC Mortgage Services will report your Loan as delinquent if your Loan is not completely continuously 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.

Miscellaneous

This Forbearance Agreement merges all negotiations, stipulations, and provisions 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 North Carolina, regardless of where executed or performed. If any provisions of this 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.

