

AURORA LOAN SERVICES

601 FIFTH AVENUE • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 308-630-6700

SPECIAL FORBEARANCE AGREEMENT

BY AND BETWEEN AURORA LOAN SERVICES

AND

Roy [REDACTED]

Property Address: [REDACTED]
Clermont FL 34711

Loan No. [REDACTED]

This Agreement made July 20, 2007 by and between AURORA LOAN SERVICES ("Aurora") located at 601 Fifth Avenue, Scottsbluff, NE 69361 and Roy Sweeney (Mortgagor).

WITNESS, whereas, Lender is the owner and holder of a certain Note executed and delivered July 24, 2006 in the original principal amount of \$ 352,000 secured by a Security Instrument even date therewith on the property located at [REDACTED] Clermont FL 34711.

WHEREAS, Borrower(s) are in default in the payment of monthly installments of principal, interest, escrow and other payments called for under the Note and/or Security Instrument for the period commencing November 01, 2006 through and including July 20, 2007, and have incurred additional expenses called for under said Note for a total sum of \$ 25,783.34 as set forth below:

1. Unpaid monthly payment(s) from 11-01-06 through 07-20-07	\$ 24,548.46
2. Accrued Late Charges	493.88
3. NSF Charges	.00
4. Legal Fees	1,167.50
5. Corporate Advances	438.50-
6. Fees (inspections, etc.)	12.00
7. Credit (suspense balance/partial payment)	.00

Total Amount of Arrearage: \$ 25,783.34

WHEREAS, as a result of the arrearage, Lender has the right to require Borrower(s) to make immediate payment in full of all monies remaining unpaid under the loan documents and may commence foreclosure proceedings to foreclose on the Note and/or Security Instrument.

WHEREAS, Borrower(s) have requested Lender's forbearance in exercising its rights and remedies under the default provisions of the Note and/or Security Instrument and with regard to the pending foreclosure action, as well as requested certain debt relief.

WHEREAS, Lender is willing to honor Borrower(s) request by granting forbearance on the terms set forth herein.



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NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

1. Lenders Forbearance. Lender shall forbear from exercising any or all of its rights and remedies presently existing or arising during the term of this Agreement under the Note and/or Security Instrument, the pending foreclosure action or this Agreement, provided there exists no event of default as such term is defined herein in paragraph 4.

2. Borrower(s) Admissions. Borrower(s) admit the amounts owing the Lender under the loan documents as indicated in this Agreement and represent and acknowledge that there are no defenses, offsets or counter claims of any nature whatsoever to any of the loan documents.

3. Borrower(s) Payment of Arrearage. Borrower(s) shall reduce the arrears owed Lender in the following manner:

a. All payments to be in certified funds; Aurora account number must be on all payments remitted.

b. By executing and returning the agreement along with the initial sum of \$6,000.00, by the due date of July 23, 2007. The initial payment may include foreclosure fees and costs, which are required prior to the initiation of this Agreement. They are separate and apart from this Agreement and this Agreement will be of no force and effect unless these funds are collected prior to the date indicated. The initial payment shall be made payable to Aurora Loan Services

c. By paying to Lender monthly payments of \$3,250.00. Said monthly payments are to be paid on or before the 25th day of each month commencing August 2007 and continuing through and including January 25, 2008. Said monthly payments include regular monthly payments and includes a final payment of \$20,378.24. All payments are to be paid to Aurora Loan Services at the address set forth in paragraph 8 below. Borrower(s) understand that said regularly scheduled monthly payments may be subject to change due to escrow and/or interest rate adjustments. There are no grace periods on the plan payments under this Agreement.

d. By executing and paying under the terms of this Agreement, your delinquent arrearage will be brought current. You will then receive a monthly billing statement reflecting the current status and your regular monthly payment amount.

4. Default. If Borrower(s) fail to make any of the payments specified in paragraph 3 above on the due date, in the amount stated above, all amounts then remaining unpaid under the loan documents and this Agreement shall be immediately due and payable and Lender shall be free to exercise any or all rights and remedies provided for in the loan documents, including, but not limited to immediate commencement/ continuation of a foreclosure action. Any monies paid to Lender under this Agreement will not be refunded, but will be credited to Borrower(s) account, or held in the suspense account to be credited to Borrowers account, as the Lender may elect.



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5. No Waiver. By entering into this Agreement, Lender shall in no way be considered to have waived or have been stopped from exercising any or all of its rights or remedies under the loan documents. Nothing contained herein shall constitute a waiver of any or all of the Lender's rights or remedies including the right to commence/continue a foreclosure action. An acceptance of any monies by Lender shall not be deemed a stop, prejudice or waiver of Lender's rights to proceed with foreclosure. Failure by Lender to exercise its rights under this Agreement shall not be deemed to be a waiver thereof.

6. Status of Default. The Borrower(s) have been notified of the default. All of the provisions of the Note and/or Security Instrument previously executed, and amendments thereto, if any, shall remain in full force and effect, except as specifically modified by the terms of this Agreement. If any payment required under the terms of this Agreement is not made on the date required, the Lender may terminate this Agreement without any notice to the Borrower(s), and at the option of the Lender, may commence/continue the foreclosure proceedings according to the terms of the Note and/or Security Instrument, without regard to this Agreement and without being required to return any of the money paid under this Agreement. Borrower(s) agree that a foreclosure action commenced by the Lender against Borrower(s) will not be withdrawn until it is deemed advisable to do so, at the option of the Lender. In the event of a breach of the stipulation by the Borrower(s) the foreclosure will commence/continue from the point at which it was placed on hold without further notice.

7. Limited Modification. Except as modified herein the loan documents are ratified and confirmed and shall remain in full force and effect. If Borrower(s) are responsible for paying taxes and insurance on the premises, said obligation remains.

8. Methods of Making Payments and Arrearage Payments. All payments by the Borrower(s) as described herein shall be made by certified funds payable to the order of and sent to AURORA LOAN SERVICES, Attn: Cashiering Department, PO Box 5180, Denver CO 80217-5180.

** Aurora account number must be on all payments. **

9. Assignment by Borrower(s) Prohibited. This Agreement shall be non-transferable by the Borrower(s).

10. The Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior understandings, inducements or conditions, express or implied or written with respect thereto except as contained or referred to herein. This Agreement may not be amended, waived, discharged or terminated orally but only by an instrument in writing.



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11. Reinstatement. In the event Borrower(s) cure the arrearage by making all the payments required under this Agreement, and are current with the payments then due, and no event of default exists under the loan documents and this Agreement, Lender shall reinstate the Note and/or Security Instrument according to its original terms and conditions. Due to adjustments, which periodically occur to tax and insurance payments, and/or in interest rates on adjustable rate mortgages over the course of a plan, it is likely that some adjustment to the regular payments may occur which could impact the reinstatement of this account. The Borrower(s) acknowledge that this may occur and that an adjustment may be necessary to the plan or to their payment amount upon completion of the plan. In the absence of such adjustment, the loan will not be completely reinstated by the plan.

12. Validation of Income. The Borrower(s) agrees and understands that, if Aurora qualifies the Borrower(s) participation into the Loss Mitigation Program without Validation of Monthly Cash Income, the Validation (i.e. copies of bank statements and copies of deposit slips) will be provided to Aurora by the Borrower(s) prior to the third (3rd) plan payment of this Agreement. Failure to provide timely Validation will result in the loan being denied from the Loss Mitigation Program.

13. Time is of the Essence. The Borrower(s) agrees and understands that TIME IS OF THE ESSENCE as to all of the Borrower(s) obligations under this Agreement. There are no grace period as to any of the obligations.

14. Bankruptcy Discharge. Lender recognizes that if you have received a Chapter 7 Bankruptcy discharge, that discharge relieves you of all personal liability on the loan and Lender may not attempt to collect this debt from you personally. Further, if you have received a Chapter 7 discharge, this Agreement in no way revives your personal liability on the subject obligation. However, Lender does retain the right, despite the discharge, to enforce its security against the property by foreclosing if a default exists.

IN WITNESS HEREOF the parties hereto have caused this Agreement to be duly executed as of the date signed.

Dated: _____
Roy [REDACTED] Borrower

Dated: _____

SPACE BELOW THIS LINE IS FOR AURORA LOAN SERVICES USE ONLY

Approving Officer: _____ Date: _____

Loan is Active Foreclosure



AURORA LOAN SERVICES

REPAYMENT AGREEMENT

[REDACTED]
 Roy [REDACTED]
 [REDACTED]
 Clermont FL 34711-

RE: Loan No. [REDACTED]

This Agreement made July 20, 2007 by and between AURORA LOAN SERVICES ("Lender") and Roy Sweeney (Borrower).

RECITALS

WHEREAS, Lender is the holder and/or servicer of a certain Note made by Borrower(s) on July 24, 2006 in the original principal amount of \$ 88,000 secured by a Security Instrument of even date therewith on the property located at [REDACTED] Clermont FL 34711.

WHEREAS, Borrower(s) are in default in the payment of monthly installments of principal, interest, escrow and other payments due under the Note and Security Instrument, and have incurred additional expenses due under said Note and Security Instrument, for a total sum of arrears now due of \$ 10,065.20 , consisting of the amounts set forth below:

1. Unpaid monthly payment(s) from 10-01-06 through 07-20-07	\$ 9,563.00
2. Accrued Late Charges	\$ 478.20
3. NSF Charges	\$.00
4. Corporate Advances/Other Fees*	\$ 24.00
5. Credit (suspense balance/partial payment)	\$.00
Total Amount Due (the "Arrearage"):	\$ 10,065.20

* Corporate Advances include but are not limited to property inspection fees, property preservation fees, legal fees, appraisal fees, BPO fees, title report fees, recording fees, and subordination fees. Other fees may include short payment advances and speed ACH fees.

WHEREAS, as a result of Borrower(s)' default, Lender has the right to require Borrower(s) to make immediate payment in full of all monies remaining unpaid under the Note and Security Instrument.

WHEREAS, Borrower(s) have requested and Lender has agreed to allow Borrower(s) to repay the Arrearage pursuant to a repayment plan on the terms set forth herein.



AURORA LOAN SERVICES

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the promises and mutual covenants herein contained, the parties hereto agree as follows:

1. Term. Unless Lender otherwise agrees in writing, the term of this Agreement shall be deemed to expire on the date the last payment is due from the Borrower(s) under paragraph 3 below.

2. Borrower(s) Admissions. Borrower(s) admit the Arrearage and represent that there are no defenses, offsets or counter-claims of any nature whatsoever to such amounts owing.

3. Borrower(s) Payment of Arrears. Borrower(s) shall repay the arrearage as follows:

a. By executing and returning this Agreement along with the initial installment by the due date and by paying to the Lender monthly plan payments as set forth below. Plan payments are to be paid on or before the installment due date.

PLAN	DATE	AMT	PLAN	DATE	AMT
01	07/23/07	1,000.00	02	08/25/07	1,000.00
03	09/25/07	1,000.00	04	10/25/07	1,000.00
05	11/25/07	1,000.00	06	12/25/07	1,000.00
07	01/25/08	9,803.00			

b. Subject to paragraph 12, upon complying with all of the terms of this Agreement, Borrower(s)' Arrearage will be brought current. Borrower(s) will thereafter receive a monthly billing statement reflecting the current status of the loan and Borrower(s)' regular monthly payment amount. Borrower(s) agree to then resume making the regular monthly payments required under the Note.

4. Default. If Borrower(s) fail to make any of the payments specified in paragraph 3 above on the due dates and in the amount stated, or otherwise fail to comply with each and all of the terms and conditions herein, Lender, at its sole option, may terminate this Agreement without further notice to Borrower(s) and, except as otherwise provided herein, this Agreement shall be of no further force and effect. In such case, all amounts that are owing under the Note and Security Instrument and this Agreement shall become immediately due and payable.

Loan No. [REDACTED]
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AURORA LOAN SERVICES

5. No Waiver. Nothing contained herein shall constitute a waiver of any or all of the Lender's rights or remedies including the right to commence/continue collection proceedings, including but not limited to a foreclosure action. Failure by Lender to exercise any right or remedy under this Agreement or as otherwise provided by applicable law shall not be deemed to be a waiver thereof. For example, if Lender decides to accept a partial or untimely payment from Borrower(s) instead of returning such payment or terminating this Agreement as provided herein, Lender shall not be precluded from rejecting a subsequent partial or untimely payment, terminating this Agreement, or taking any other action permitted by applicable law.

6. Status of Default. The Borrower(s) acknowledge:

- that if Lender previously notified the Borrower(s) that the Note and Security Instrument is (or will be) accelerated and/or due in full, such loan documents remain accelerated and/or due in full, although Borrower(s) may be entitled by law to cure such default by bringing the loan current rather than paying it off. Lender's acceptance of any payments from Borrower(s) which, individually, are less than the total amount due to cure the default described herein shall in no way prevent Lender from continuing with collection action, or require Lender to re-notify Borrower(s) of such default, re-accelerate the loan, reissue any notice recommence any process prior to Lender proceeding with collection action; and,
- that if, before all Arrearages are paid in full, Borrower(s) or any other party with an interest in the property become subject to a proceeding in bankruptcy, or if the loan otherwise is subject to protection under bankruptcy laws, Borrower(s) hereby understand and agree that all or parts of this Agreement may become invalid and/or that, unless expressly prohibited by law, Lender, at its option, may terminate this Agreement.

7. No Modification. Except as otherwise temporarily provided in this Agreement, the Note and Security Instrument, and any amendments thereto, are ratified and confirmed and shall remain in full force and effect.

8. Methods of Making Payments. The payments Borrower(s) send to Lender pursuant to this Agreement shall be applied, at Lender's sole first to the oldest payments due. Any amounts received by Lender which are less than the full payment then due and owing under this Agreement shall be, at Lender's sole option, (1) returned to Borrower(s), or (2) held by Lender in partial payment balance until a sufficient sum is received by Lender to apply a full payment. If this Agreement is canceled and/or terminated for any reason, any remaining funds in this partial payment balance shall be credited towards Borrower(s)' remaining obligation owing in connection with the loan and shall not be refunded. All payments made to Lender under this Agreement shall (i) contain the Lender's loan number shown above, (ii) unless otherwise agreed to by the lender, be payable by means of cashier's check, Western Union (code city: Bluff, NE) money order, or certified check and (iii) sent to AURORA LOAN SERVICES Attn: Cashiering Department, PO Box 5180, Denver CO 80217-5180.



AURORA LOAN SERVICES

9. Credit Reporting. The pre-Agreement status of your loan will be reported monthly to all respective credit reporting agencies for the duration of this Agreement and thereafter. Accordingly, Lender will report your loan as delinquent if your loan is not completely current under the loan documents, even if you make timely payments to Lender under this Agreement. However, Lender will disclose that you are in a repayment plan. This Agreement does not constitute an agreement by Lender to waive any reporting of the delinquency status of your loan payments. Lender specifically reserves any rights it may have relating to your loan, including any rights it may have under your Note and Security Instrument.

10. Property Taxes, Other Amounts You Agreed to Pay in Your Loan Documents, and Insurance. If Lender does not maintain an escrow account with respect to your loan, it is your responsibility to pay all property taxes, other amounts you agreed to pay, and premiums for insurance by their due date, as required in your loan documents. If Lender does maintain an escrow account with respect to your loan, you agree to forward to Lender, as part of your payments under paragraph 3b, the amounts required to permit the escrow account to contain a sufficient balance so that payments for property taxes and insurance may be made on time. The failure to pay property taxes, other amounts, or insurance before their due date, or if there is an escrow account, to forward to Lender funds so that such payments may be made from your escrow account, shall constitute an event of default hereunder.

11. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior understandings, inducements or conditions, express or implied, oral or written, with respect thereto except as contained or referred to herein. This Agreement may not be amended, waived, discharged or terminated orally but only by an instrument in writing.

12. Reinstatement. In the event Borrower(s) cure the arrears by making all the payments required under this Agreement, and are current with the payments then due, and no event of default exists under the loan documents and this Agreement, Lender shall reinstate the Note and Security Instrument according to their original terms and conditions. Due to adjustments which periodically occur to tax and insurance payments, and in interest rates on adjustable rate mortgages over the course of a plan, it is likely that some adjustment to the regular payments may occur which could impact the reinstatement of this account. The Borrower(s) acknowledge that this may occur and that an adjustment may be necessary to the plan or to their payment amount upon completion of the plan. In the absence of such adjustment, the loan will not be completely reinstated by the plan.

Loan No. [REDACTED]
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13. Time is of the Essence. The Borrower(s) agree and understand that TIME IS OF THE ESSENCE as to all of the Borrower(s) obligations under this Agreement. There is no grace period as to any of such obligations.

14. Assignment by Borrower(s) Prohibited. This Agreement shall be non-transferable by the Borrower(s).

15. Bankruptcy Discharge. Lender recognizes that if you have received a discharge in Bankruptcy, and you were a borrower on the loan that is the subject of this Agreement at the time of the filing of such bankruptcy, this discharge relieves you of all personal liability on the loan and Lender may not attempt to collect this debt from you personally. This Agreement in no way attempts to revive a discharged debt or impose personal liability against you on any such discharged debt; provided, however, in the event of a default, Lender retains the right to enforce its lien against the property, which includes foreclosure.

16. Fair Debt Collection Practices Act Notice. Subject to paragraph 15 above, you are advised that this communication is from a debt collector, is an attempt to collect a debt and any information obtained will be used for that purpose.

If you have any questions regarding this matter, feel free to contact one of our Loan Counselors at the address above or by calling 800-550-0509.

IN WITNESS HEREOF the parties hereto have caused this Agreement to be duly executed as of the date signed.

Dated: _____
Roy [REDACTED]

Dated: _____

Aurora Loan Services

Dated: July 20, 2007

By: [REDACTED]
Title: HOME RETENTION COUNSELOR

SPACE BELOW THIS LINE IS FOR AURORA LOAN SERVICES USE ONLY

Approving Officer: _____ Date: _____

Loan No. [REDACTED]
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