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**Bank of America.**

Bank of America  
475 CrossPoint Parkway  
PO Box 9000  
Getzville, NY 14068-9000

January 06, 2006

Scott [REDACTED]

[REDACTED]  
Fishers IN 46038-2400

Loan Number [REDACTED]

Dear Bank of America Customer:

Thank you for allowing us to help you bring your mortgage loan current.

Attached is the Special Forbearance Agreement or Repayment Agreement we have negotiated with you. Please copy it for your records, then sign and return it to us with your contribution (if any) in certified funds.

If you find yourself unable to meet the terms of this agreement, please call us immediately to discuss other options that may be available to you.

**We must receive the executed agreement immediately, or this agreement will be considered void and collections/foreclosure may resume.**

Please fax the signed agreement to us at 716.635.7255.

We appreciate your business with Bank of America.

Sincerely,

Loss Mitigation  
1.800.846.2222

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Bank of America  
475 CrossPoint Parkway  
PO Box 9000  
Getzville, NY 14068-9000

January 06, 2006

Scott [REDACTED]  
[REDACTED]  
Fishers IN 46038-2400

("CUSTOMER" HEREAFTER)

LOAN NUMBER [REDACTED]

TERMS AND CONDITIONS OF  
SPECIAL FORBEARANCE AGREEMENT

THIS AGREEMENT MUST BE SIGNED AND RETURNED WITHIN 10 DAYS OF ABOVE DATE.

With reference to the mortgage described above and for a good and valuable consideration and the mutual covenants described herein, the receipt and sufficiency of which are acknowledged, Bank of America, its successors and assigns ("lender" hereafter) and customer described above, agree as follows

1. Customer agrees that customer is obligated to pay the mortgage evidenced by a note secured by a deed of trust, and vendor's lien (or mortgage) and the property.
2. Customer affirms and agrees a default has occurred in payment of the mortgage. By this agreement, the customer agrees to cure the default by paying the lender in U.S. dollars certain sums described in the schedule attached and made part of this agreement.
3. Customer understands and agrees that late charges may, or may not, continue to accrue based on investor guidelines. In the event customer fails to make all payments due under this agreement, all funds collected shall not be refunded and collection activity, including foreclosure will resume.
4. Customer acknowledges and agrees that the monthly payments due under this mortgage and this agreement are subject to change due to:
  - A. A recertification of the loan, if the mortgage is An FHA 235 loan

LOAN NUMBER [REDACTED]

- B. Any change in the amount of the payment due as a result of an adjustment of the interest rate, if the loan is an adjustable rate mortgage.
- 5. Customer understands that the regulatory letters, investor compliance letters, and demand letters will continue to be sent to customer in the regular course of business. Such letters may be ignored by customer so long as the payments due under this agreement are current. Inspections of the property may be performed in accordance with investor and mortgage insurance requirements. Reporting to the credit bureaus with your account contractual delinquency and account status will also continue.
- 6. The undersigned borrower(s) agree to cooperate and adjust for any clerical errors and/or delinquency amount omissions such as, but not limited to, foreclosure, bankruptcy fees and costs that by these errors and omissions cause the mortgage loan to not reinstate as scheduled.
- 7. Both parties agree that after the customer makes all the payments described in the attached schedule and no calculation errors are identified per paragraph 6, the mortgage shall be deemed reinstated and all terms, conditions, and covenants related to the mortgage shall be in full force and effect as to all parties. Upon reinstatement, customer's regular mortgage payment shall resume with the regular mortgage payment due the following month after the mortgage is brought current. If your loan contains mortgage insurance, the forbearance agreement may affect the cancellation date.
- 8. A bankruptcy filing subsequent to this agreement will void this agreement.

Please sign and date the original of this agreement indicating your acceptance of the terms herein and return it to us immediately. Please retain a copy for your records.

Bank of America, N. A.  
Loss Mitigation Department

\_\_\_\_\_  
Customer

BY: \_\_\_\_\_  
Bank of America, N. A.

\_\_\_\_\_  
Customer

Date

Date

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TO 919182720991

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**Bank of America.**

Bank of America  
475 CrossPoint Parkway  
PO Box 9000  
Getzville, NY 14068-9000

JANUARY 06, 2006

Loan Number [REDACTED]

**PAYMENT SCHEDULE**

Bank of America has included the months of 07-01-05 through 01-01-06 in calculating this payment schedule to cure the default of your mortgage. The total amount due is \$11,239.08 which may include fees, late charges and future payments that become due prior to the start of your monthly repayment plan payments. The total amount due may also reflect credit for recent partial payments received.

An initial contribution in the amount of \$2,000.00 is due by 01-15-06. \*

Beginning on 02-01-06, payments in the amount of \$1,857.72 will be required for 18 months. Payments are due on or before the due date of each month. While under this payment plan no monthly statements or coupons will be issued. \*

All payments must be in the form of certified funds or Western Union Quick Collect (Code City - Welcome, State - NY). Please call 1.800.325.6000 for the Western Union vendor nearest you, or mail your payments to the address listed below:

Bank Of America  
Attn: Loss mitigation  
475 CrossPoint Parkway  
Getzville, NY 14068-9000

These payments must be received by the due date noted above or the plan will be breached via a written notice. Please contact our office if the scheduled payment cannot be made by the due date.

Initial funds received may be applied first to any advances, then to the 07-01-05 payment. Subsequent installments will be applied to the next payment due--as specified by the contractual due date.

Please sign the original of the Terms and Conditions Agreement indicating acceptance of the terms herein and return it to us immediately. Please retain a copy for your records.

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