

NOV-10-2006 12:58 PM PAK MAIL

CHASE HOME FINANCE LLC Fax [REDACTED]

Nov 6 2006 9:20 P.02



Chase Home Finance LLC  
[REDACTED]  
San Diego, Ca 92127

November 3, 2006

GREGORY [REDACTED]

[REDACTED]  
ATHENS, AL 35613-

Re: Loan #23 [REDACTED]

Dear Mr. and Mrs. [REDACTED]

This forbearance agreement ("Agreement") dated November 3, 2006, is made between GREGORY [REDACTED] ("Borrower") and Chase Home Finance LLC ("Lender").

WHEREAS, Borrower is obligated to Lender (as the holder or authorized servicer) under a residential mortgage loan designated as Chase Loan Number 2 [REDACTED] ("Loan");

WHEREAS, the Loan is evidenced by a promissory note and secured by a deed of trust or a mortgage, including any addenda or riders thereto (the "Loan Documents");

WHEREAS, the Loan Documents encumber the residential real estate and improvements located at [REDACTED] ATHENS, AL 35613- ("Property");

WHEREAS, the Loan is in default by virtue of Borrower's failure to make the following payments:

Payments From	07/01/06	\$7,759.40
Late Charges		\$77.59
NSF Fees		\$0.00
Property Inspections / Appraisals		\$85.00
Property Inspections / Appraisals estimated to	11/10/06	\$10.00
Foreclosure Fees / Costs Incurred		\$1,604.00
Foreclosure Fees / Costs Projected		\$0.00
Foreclosure Fees / Costs Advanced		\$0.00
Escrow Payments		\$0.00
Property Preservations		\$0.00
Credit(s)		\$0.00
Other		\$0.00
<b>Total</b>		<b>\$9,535.99</b>

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WHEREAS, Borrower has requested that Lender forbear from taking legal action to enforce the terms of the Loan Documents;

WHEREAS, Lender will agree to Borrower's request, subject to the conditions set forth below;

NOW THEREFORE, in consideration of the Recitals above, the mutual promises contained herein and the benefits accruing to the parties hereunder, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The parties stipulate and agree that the foregoing Recitals are true and correct, and the Recitals are hereby incorporated by reference into the terms of this Agreement. Borrower acknowledges the Loan is in default and that the amounts set forth above and included in the "Total Arrearage" are now due and owing to Lender.
2. **Lender's forbearance.** During the term of this Agreement, Lender agrees to forbear from legal action to enforce the terms of the Loan Documents, provided that: (a) Borrower complies with all the terms and conditions of this Agreement; (b) there is no further default under the Loan Documents; (c) no third party, including, without limitation, any other creditor of Borrower or any other person holding an interest in the Property, takes any action that may adversely affect Lender's interests or necessitate legal action by or on behalf of Lender, and (d) no bankruptcy, receivership, or other insolvency proceeding is instituted as to Borrower or Borrower's assets, including the Property. Notwithstanding the foregoing, Borrower understands, acknowledges, and agrees that Lender's forbearance does not constitute a waiver of the default and that Lender is under no obligation to dismiss or withdraw from any pending foreclosure proceedings; however, Lender shall postpone any previously scheduled foreclosure sale that otherwise would occur during the term of this Agreement.
3. **Initial Payment.** Contemporaneously with the execution of this Agreement, Borrower shall pay lender the sum of \$3,100.00, as evidence of Borrower's good faith. This amount is due in Lender's office on or before 11/10/06 along with this signed Agreement.
4. **Additional Monthly Payments to Cure Arrearage.** Borrowers shall continue to make all regular monthly payments coming due after the effective date of this Agreement. In order to cure the arrearage, Borrower also shall make additional monthly payments, over and above the regular monthly payments, for 10 consecutive months, in accordance with the following provisions:
  - (a) **Mailing Address for Payments.** During the term of this Agreement, Borrower shall forward all regular monthly payments and all additional monthly payments to the following address:
 

Chase Home Finance LLC  
Mail Code: [REDACTED]  
[REDACTED] Bernardo Road  
San Diego, CA 92127
  - (b) **Due Dates of Arrearage Payments.** The additional monthly payments shall be paid concurrently with the regular monthly payments that become due during the term of this Agreement. There is no grace period during the term of this Agreement.

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(c) **Payments Due Under This Agreement.** Pursuant to the foregoing, Borrower shall pay the following amounts on the following dates:

<b>Due Date</b>	<b>Down Payment</b>
11/10/06	\$3,100.00

<b>Due Date</b>	<b>Regular Payment</b>	<b>Arrearage Payment</b>	<b>Total Payment</b>
12/01/06	\$1,551.88	\$643.60	\$2,195.48
01/01/07	\$1,551.88	\$643.60	\$2,195.48
02/01/07	\$1,551.88	\$643.60	\$2,195.48
03/01/07	\$1,551.88	\$643.60	\$2,195.48
04/01/07	\$1,551.88	\$643.60	\$2,195.48
05/01/07	\$1,551.88	\$643.60	\$2,195.48
06/01/07	\$1,551.88	\$643.60	\$2,195.48
07/01/07	\$1,551.88	\$643.60	\$2,195.48
08/01/07	\$1,551.88	\$643.60	\$2,195.48
09/01/07	\$1,551.88	\$643.60	\$2,195.48

\* This Repayment Plan includes fees and late charges billed to the Loan as of the date of this Agreement. There may be additional fees or charges due at the conclusion of the repayment period.

\* Notice Regarding Arm Loans. If Borrower has an adjustable rate mortgage loan, these amounts may be increased or decreased in the event that the interest rate is adjusted during the term of this Agreement. Lender shall inform Borrower in advance of any such interest rate adjustment pursuant to the requirements of the Loan Documents.

(d) **Method of Making Arrearage Payments.** All payments to be made to Lender during the term of this Agreement, including regular monthly payments and additional monthly payments to cure the arrearage, shall be made by cashier's or certified check, money order, or Western Union "Quick Collect" made payable to Chase Home Finance LLC. Borrower acknowledges, understands, and agrees that no personal checks will be accepted until Borrower has complied fully with all the terms and conditions of this Agreement.

5. **Application of Payments.** Notwithstanding anything to the contrary contained in the Loan Documents, Lender shall apply all payments received under this Agreement in accordance with the terms in this Paragraph 5, unless a different application is required by state law. The initial payment required under Paragraph 3 above and all subsequent payments coming due under Paragraph 4 above, shall be applied as follows: first to attorneys' fees, court costs, property inspection/appraisal fees, and other collection costs; second to any escrow account shortfall, if applicable; and lastly any outstanding late charges. Any funds remaining after such application shall be held in a suspense account pending Borrower's payment of the additional amounts required to comprise one full monthly payment of principal, interest, and escrow charges (if applicable). Upon Lender's receipt of the additional amounts required to comprise a regular monthly payment, Lender shall apply the funds in the suspense account to past due payments in the order of accrual.

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**6. Taxes, Insurance, and Homeowner's Association Dues.** Borrower understands, acknowledges, and agrees that Lender's forbearance hereunder is expressly conditioned upon Borrower's compliance with all the covenants contained in the Loan Documents, including Borrower's covenant to maintain adequate insurance coverage to protect the Property and to pay all real estate taxes and assessments and homeowner's association dues (if applicable) as the same become due. Accordingly, Borrower shall promptly pay any required premiums for insurance coverage and any outstanding tax bills or homeowner's association dues. If Borrower fails to pay any of these amounts, the Lender reserves the right to establish an escrow account for the payment of these sums if such an account is not already in existence, and to increase the monthly payments required hereunder accordingly.

**7. Termination.** This Agreement shall terminate upon the earliest of the following events:

- (a) the performance by Borrower of all of Borrower's obligations under this Agreement; or
- (b) the occurrence of a default under the terms of this Agreement or a further default under the terms of the Loan Documents, whether due to Borrower's failure to make required payments or Borrower's breach of the covenants and conditions contained in this Agreement or the Loan Documents, including the covenants relating to upkeep and maintenance of the Property; or
- (c) The commencement of foreclosure against Borrower or the Property by any third party; or
- (d) The filing of a bankruptcy, receivership, or other insolvency proceeding relating to Borrower or Borrower's assets, including the Property.

Lender is under no obligation to notify Borrower of the termination of this Agreement or of any default hereunder.

**8. Resumption of Regular Monthly Payments.** Upon the termination of this Agreement pursuant to Subparagraph (a) of Paragraph 7 above, Borrower shall resume regular monthly payments as though no default had occurred. Payments made after the termination of this Agreement shall be sent to Lender at the regular mailing address, i.e., post office box, for monthly payments, along with the detachable portion of Borrower's monthly statement.

**9. Default.** Upon termination of this Agreement for any of the reasons enumerated in subparagraph (b) through (d) of Paragraph 7 above, Lender's forbearance shall cease and Lender shall be entitled to: (a) retain any amounts previously paid hereunder after giving credit to the Borrower for payments received; (b) declare the entire principal balance and all accrued interest and other charges outstanding under the Loan Documents immediately due and payable; (c) institute or resume foreclosure proceedings; and (d) exercise any and all rights accorded to it under this Agreement, the Loan Documents, or applicable law, all of which rights are hereby expressly reserved.

**10. Borrower's Reaffirmation.** Borrower acknowledges, reaffirms, and unconditionally promises to pay Borrower's entire indebtedness to Lender in accordance with the terms of the Loan Documents and this Agreement. Borrower reaffirms all the covenants, conditions, representations, and warranties set forth in the Loan Documents as if such covenants, conditions, representations, and warranties were made as of the date hereof.

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11. Acknowledgment of Continuing Security Interest. The parties acknowledge and agree that the Loan shall continue to be secured as provided in the Loan Documents and that this Agreement is made in express reliance upon such security. Borrower shall not take or permit any action that may in any way jeopardize the priority of Lender's mortgage lien or weaken or impair any other collateral securing Borrower's indebtedness to Lender.

12. Joint and Several Liability. If more than one person signs this Agreement as "Borrower," each such person shall be fully and personally obligated to keep all the promises made in this Agreement. Lender may enforce its rights under this Agreement against any Borrower individually or against all persons signing as "Borrower" together. Whenever the singular is used herein, it shall include the plural, and vice-versa, as the case may require.

13. No Oral Agreements. This Agreement represents the entire agreement between the parties with respect to the terms under which Lender will forbear from legal action. This Agreement supersedes any oral agreements or understandings to the contrary. This Agreement shall be valid only when countersigned by a duly authorized representative of Lender.

14. Upon completion of this plan and once all certified funds have been received the Foreclosure action will be dismissed.

15. Incorporation. Except as expressly modified herein, all the terms and conditions of the Loan Documents shall remain unchanged, unimpaired, and in full force and effect.

This is an attempt to collect a debt. Any information obtained through this communication will be used for that purpose.

**NOTICE TO BORROWER: THIS IS AN IMPORTANT LEGAL DOCUMENT. DO NOT SIGN THIS AGREEMENT WITHOUT READING IT FIRST.**

Ed  
Loss Mitigation Specialist  
Loss Mitigation  
(877) 838 -

**THIS FORM MUST BE RETURNED VIA FACSIMILE (877) 2 OR OVERNIGHT MAIL TO ROAD, SAN DIEGO, CA 92127.**  
Attention: Ed

Loan Number: 23  
Borrower: GREGORY Co-Borrower:

  
Signature

\_\_\_\_\_  
Signature

Date: 11-10-06

Date: \_\_\_\_\_