

citi mortgageSM

August 1, 2006

CHARLES [REDACTED]
[REDACTED]
[REDACTED]
UTICA NY, 13502-2035

Re: Loan No: [REDACTED]

Property Address:

[REDACTED]
UTICA NY, 13502-0000

Dear Mortgagor:

CitiMortgage, Inc. (CMI) has reviewed your request for a repayment plan. The enclosed contract sets forth the terms under which CMI will accept a schedule of payments during the time of plan.

Please read the contract thoroughly so you understand your responsibilities under this agreement, sign and return the agreement as follows:

- 1) Return original agreement to CitiMortgage, Inc., Department 0010, P.O. Box 9446, Gaithersburg, MD 20898-9446.
 - a) For overnight mail, please send payments to my attention at CitiMortgage, Inc., Department 0010, 5280 Corporate Drive, Frederick, MD 21703.
- 2) Fax a copy of the signed agreement to my attention at CitiMortgage, Inc., Department 0010, (301) 696-4473.

All payments must be in certified funds while your account is delinquent. You may remit your down payment, as well as future payments in the following manner:

- 3) Payments may be sent to my attention at: CitiMortgage, Inc., Department 0010, Attention [REDACTED] P.O. Box 9447, Gaithersburg, MD 20898-9447.
- 4) Via Western Union Quick Collect.
 - a) Provide the operator with the city code of CMI, state code of MO, and your loan number.
 - b) Obtain the Money Transfer Control Number (MTCN) as confirmation of the transaction. *Please include the MTCN reference number on the fax cover sheet.*
- 5) Please contact me at 1-866-272-4749 or 301-696-5337 if you need to make other arrangements for returning the agreement and the down payment.

It is important that you return the signed contract and the down payment by 08/07/06 or this agreement will be considered null and void and we will resume collection (and/or foreclosure, if applicable).

Sincerely,

[REDACTED]
Loss Mitigation

Enclosure
cc: File

STIPULATED REPAYMENT PLAN AGREEMENT

THIS AGREEMENT made as of the 1 day of August, 2006, by and between CitiMortgage, Inc. ("CMI"), having a place of business at 5280 Corporate Drive, Frederick, Maryland 21703, CHARLES [REDACTED] whose mailing address is [REDACTED] UTICA NY, 13502-2035 and collectively known to as "Borrower".

Recitals:

- A. CMI is the owner and holder or servicing agent of a certain Note and Deed of Trust/Mortgage made and executed or assumed by the Borrower,
- B. The Borrower has failed and omitted to make regular monthly payments in accordance with the terms of the Note and Deed of Trust/Mortgage, therefore, the loan is in default, and CMI has exercised its rights to institute collections (and/or foreclosure, if applicable),
- C. The Borrower has requested that CMI enter into this agreement to place its foreclosure on hold. CMI wishes to assist Borrower, but does not wish to discontinue collection (and/or foreclosure, if applicable), until the loan is brought current.

Agreement:

- 1) The total amount needed to bring the loan current through and including the August payment is the following sum:

10 payments at \$599.76	<u>\$5997.60</u>
11/01/05 thru 08/01/06	
Late Charges Due:	<u>\$239.66</u>
Foreclosure Fees:	<u>\$1,355.00</u>
Other: OTHER FEES AND COSTS	<u>\$2,779.49</u>
Other: CBR/PENDING INSP	<u>\$22.32</u>
Total Arrears Due:	<u>\$10,394.07</u>

- 2) Beginning on 09/01/06, Borrower shall resume making regularly scheduled monthly payments. In addition to their regularly scheduled monthly payments, Borrower shall pay the above arrears as follows:

\$1,500.00 due 08/07/06 (\$1,500.00 down payment along with signed agreement)
 \$1,337.97 due 09/01/06 (\$596.80 payment, \$741.17 arrears)
 \$1,337.97 due 10/01/06 (\$596.80 payment, \$741.17 arrears)
 \$1,337.97 due 11/01/06 (\$596.80 payment, \$741.17 arrears)
 \$1,337.97 due 12/01/06 (\$596.80 payment, \$741.17 arrears)
 \$1,337.97 due 01/01/07 (\$596.80 payment, \$741.17 arrears)
 \$1,337.97 due 02/01/07 (\$596.80 payment, \$741.17 arrears)
 \$1,337.97 due 03/01/07 (\$596.80 payment, \$741.17 arrears)
 \$1,337.97 due 04/01/07 (\$596.80 payment, \$741.17 arrears)
 \$1,337.97 due 05/01/07 (\$596.80 payment, \$741.17 arrears)
 \$1,337.97 due 06/01/07 (\$596.80 payment, \$741.17 arrears)
 \$1,337.97 due 07/01/07 (\$596.80 payment, \$741.17 arrears)
 \$1,338.00 due 08/01/07 (\$596.80 payment, \$741.20 arrears)

- 3) By entering into this agreement, CMI is neither modifying, nor waiving any rights under the Note and Deed of Trust/Mortgage, which shall continue in full force and effect. CMI is only agreeing to forbear from further collection (and/or foreclosure, if applicable), on the condition that Borrower makes all regularly scheduled payments due under the Note and Deed of Trust/Mortgage and arrears payments under this agreement, including the down payment. In the event of Borrower does not make all payments under this agreement, CMI will proceed with collection (and/or foreclosure, if applicable), without further notice, except as prohibited by state law.

- 4) All money paid to CMI during the term of this agreement is due and not refundable.
- 5) Upon the receipt of the last payment under this agreement and provided that Borrower's account is current, CMI will then discontinue the pending collection (and/or foreclosure, if applicable). After all the above payments have been made and the loan is no longer delinquent, Borrower shall continue to make the regularly scheduled monthly payments in accordance with the terms of the Note and Deed of Trust/Mortgage.
- 6) This payment agreement is subject to change if the regular payment amount changes. If you have questions regarding your new payment amount please contact the Loss Mitigation Department. The monthly payment provided for in this schedule may increase or decrease due to the following conditions:
 - (a) Variable Interest Rate or Graduated Payment loans;
 - (b) Escrow impound changes or advances;
 - (c) Costs, fees and reimbursements provided for under the loan documents that may be assessed to the account.
- 7) CMI will not discontinue the pending collection (and/or foreclosure, if applicable), until Borrower's account is current.
- 8) If you file for bankruptcy at any time during term of this agreement, please notify CMI immediately as it may affect the terms of this stipulated agreement.
- 9) All money paid to CMI during the term of this agreement must be in *certified funds*.
- 10) All payments under this agreement are due on or before the due dates. There is no grace period under the plan for any payments.

Loan No: 702125857
 CitiMortgage, Inc.

 Loss Mitigation Specialist
 Audrey Phillips

 Date

I/we agree to all terms as set forth in this agreement:

 Borrower: CHARLES [REDACTED] Date

 Co-Borrower: [REDACTED] Date

cc: File