

# citi mortgage™

April 27, 2006

GEORGE [REDACTED]  
[REDACTED]  
[REDACTED]

LEBANON, PA 17042-6703

Re: Loan No: [REDACTED]

Property Address:

[REDACTED]  
LEBANON PA, 17042

Dear Mortgagee:

CitiMortgage, Inc. (CMI) has reviewed your request for a forbearance plan with a modification provision. 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, 5280 Corporate Drive, Frederick, MD 21703.

OR

- 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:

- 1) Payments may be sent to my attention at: CitiMortgage, Inc., Department 0010, Attention Anibal Godoy, 5280 Corporate Drive, Frederick, MD 21703.
- 2) Via Western Union Quick Collect.
  - a) Provide the operator with the City Code of CMI, State Code of MD, 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.
- 3) Please contact me at 1-866-272-4749 or (301) 696-5130 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 May 5, 2006 or this agreement will be considered null and void and we will resume collection (and/or foreclosure activity, if applicable).

Sincerely,

Anibal Godoy  
Loss Mitigation

CC: File

05/27/2006 10:00 FAX 001 000 0000

0011-NUMBERED

0000

**STIPULATED SPECIAL FORBEARANCE PLAN AGREEMENT WITH MODIFICATION PROVISION**

THIS AGREEMENT made as of the April 27, 2006, by and between CitiMortgage, Inc. ("CMI"), having a place of business at 5280 Corporate Drive, Frederick, Maryland 21703, and GEORGE [REDACTED] whose mailing address is [REDACTED] EBANON PA, 17042-5703 and collectively known to as "Borrower" (the "Agreement").

**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 collections (and/or foreclosure on hold, if applicable). CMI wishes to assist Borrower, but does not wish to discontinue or disallow collections (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 May 2006 payment is the following sum:

5 payments at \$636.44 (From 08/01/05 - 12/01/05)	\$3,182.20
5 payments at \$634.18 (From 01/01/06 - 05/01/06)	\$3,270.90
Late Charges Due:	\$ 691.33
Foreclosure Fees/Fees and Costs:	\$ 1,300.00
Other DEB	\$ 3,455.32
<b>Total Arrears Due:</b>	<b>\$11,869.75</b>
<b>Total Approximate Amount Capitalized Via Note Modification:</b>	<b>\$7,499.83</b>
<b>Total Arrears Remaining Due:</b>	<b>\$4,369.92</b>

Mortgage is relieved from making their regular monthly payment from 08/01/05 through 05/01/06, after the initial down payment, if applicable, is received, which must occur on or before May 5, 2006. The regular monthly payments referred to in this paragraph are being deferred and must be repaid as set forth below. The said monthly payments are not forgiven.

2) Beginning on June 1, 2006 Borrower shall resume making regularly scheduled monthly payments.

\$1,200.00 due 05/05/06 (\$1,200.00 initial payment along with signed agreement)  
 \$800.00 due 06/15/06  
 \$800.00 due 07/15/06  
 \$800.00 due 08/15/06  
 \$800.00 due 09/15/06

\$8,249.83 approximate arrears to be capitalized via Note Modification effective 06/01/06

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 action, if applicable), action on the condition that Borrower makes all regularly scheduled payments due under the Note and Deed of Trust/Mortgage and makes all arrears payments under this Agreement, including the initial down payment. In the event of Borrower does not make all payments under this Agreement, CMI will proceed with collections (and/or foreclosure action, 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 owing and not refundable.

5) Combination Special Forbearance Plans must lead to reinstatement of the loan, by bringing it current, either by increasing monthly payments in an amount sufficient to repay the arrearage over time, or through resumption of a specified payments for a period of time followed by a total curing of the delinquency and reinstatement via a lump sum payment, or by capitalizing the remaining arrears onto the current principal balance of the loan via note modification.

a) If after all of the above payments have been made, and the loan is still delinquent, the Borrower must make arrangements with CMI to cure the delinquency prior to the expiration of the terms as stated in paragraph 3 to cure the delinquency.

b) In the event Borrower and CMI are unable to agree to a resolution for the remaining delinquency amount, CMI may proceed with collection (and/or foreclosure action, if applicable), without further notice.

6) The payments due under this Agreement is are subject to change if the regular monthly payment amount changes. If you have questions regarding your new payment amount please contact the Collection Department at 1-800-723-7906. The monthly payments provided for in this schedule may increase or decrease due to the following conditions:

- (1) Variable Interest Rate or Graduated Payment loans;
- (2) Escrow impound changes or advances;
- (3) Costs, fees and reimbursements provided for under the loan documents that may be assessed to the account.

7) CMI will not discontinue or cause to discontinue the pending collection (and/or foreclosure, if applicable), until Borrower's account is current. The appropriate account status will continue to be reported to the credit reporting agencies during the time of the plan Agreement.

8) If Borrower files for bankruptcy at any time during term of this Agreement, Borrower shall please notify CMI immediately as it may affect the terms of this stipulated Agreement.

9) Bankruptcy Waiver of Stay. Borrower agrees that, in consideration of the mutual covenants contained herein, including the forbearance of Lender from exercising its rights and remedies otherwise available to it under the Deed of Trust/Mortgage, in the event any Borrower files bankruptcy either during the course of this Agreement or following a default of this Agreement or under the Deed of Trust/Mortgage, Borrower hereby waives his/her right for protection of the automatic stay and will not object to, enjoin or otherwise delay or impede Lender's remedies against the collateral, including foreclosure, which might be available to Borrower. Lender will be immediately entitled to relief from the automatic stay imposed by Section 362 of the Bankruptcy Code, to permit Lender to exercise any and all rights and remedies available to Lender under the Deed of Trust/Mortgage, this Agreement, or any applicable non-bankruptcy law.

Borrowers acknowledge that they have had the opportunity to consult with legal counsel concerning the effect of this paragraph and have knowingly and voluntarily agreed to the provisions of this paragraph.

10) Waiver of Defenses. In the event of a default under this Agreement and CMI causes the foreclosure action, if applicable, to resume or if CMI begins a foreclosure action, Borrower hereby agrees to waive any and all claims, suits, counter-claims, or defenses to foreclosure or sale, jurisdictional or otherwise, that were pending at the time of this Agreement or that could be asserted at the time of or after the execution of this Agreement.

Borrowers acknowledge that they have had the opportunity to consult with legal counsel concerning the effect of this paragraph and have knowingly and voluntarily agreed to the provisions of this paragraph.

11) All money paid to CMI during the term of this Agreement must be in certified funds.

12) All payments under this Agreement are due on or before the due dates. There is no grace period under the plan Agreement for any payments.

13) Depending on the type of Borrower's loan or the specifics of the relief option covered by this Agreement plan type, late charges on the regular monthly payment may continue to accrue during the term of this Agreement.

14) No statement or coupon book will be issued during the Special Forbearance Plan. Borrower is responsible for remitting payments in accordance to the Agreement plan as set forth above.

15) On or before the effective date of the note modification the following must also occur:

- a) There can be no deterioration in your financial situation or the condition of your property since the time you submitted your request for an alternative to foreclosure.
- b) If the property is located in a special flood hazard area, borrower will be required to obtain flood insurance (unless you already carry it now).
- c) If required, Borrower may have to obtain subordination agreement(s) for or satisfy specific liens/judgments recorded against the property other than this mortgage that is being modified.
- d) All required parties must sign the standard modification documents and remit all required funds by the date(s) specified above.
- e) The modified mortgage must include a monthly escrow account for the payment of taxes and insurance. This amount will be added to the monthly payment of principal and interest on the mortgage. If required, the modification may be subject to approval by the investor or insurer of the loan.

Loan No: 1078038  
CitiMortgage, Inc.

\_\_\_\_\_  
Anibal Godoy  
Loss Mitigation Specialist

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Borrower: GEORGE \_\_\_\_\_

5/4/06 X  
Date

\_\_\_\_\_  
Co-borrower: \_\_\_\_\_

5/4/06 X  
Date

cc: File