

FEB. 19. 2009 3:52PM

NO. 0276 P. 1/6



FACSIMILE COVER SHEET

Loss Mitigation Department
2375 North Glenville Drive, [REDACTED]
Richardson, TX 75082

Telephone: (866) 788-[REDACTED] ext: [REDACTED]

Facsimile: (972) 608-[REDACTED]

Date: February 19, 2009

To: kristian [REDACTED]

Fax No 1-888-898-[REDACTED]

Phone: [REDACTED]

From: Temeka [REDACTED]

Note: [REDACTED]

Pages including cover sheet: 6

Thank you,

Temeka [REDACTED]
Temeka [REDACTED]
Workout Negotiator II

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NO. 0276 P. 2/6



P.O. Box 10222
Van Nuys, CA 91410-0222

Send Payments to:
P.O. Box 650070
Dallas, TX 75265-0070

Repayment Plan Agreement

February 12, 2009

Account No.: [REDACTED]
Property Address: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Re: Repayment Plan

Dear Gary [REDACTED]:

This letter is an agreement ("Agreement") that sets forth the terms and conditions upon which you and Countrywide have agreed that you will repay the delinquent amounts owed to Countrywide under the above-referenced loan (the "Loan").

Repayment of Past Due Amount: The attached schedule ("Schedule") shows the total amount (the "Past Due Amount") you must pay to Countrywide in order to cure your delinquency, as of February 12, 2009. The Past Due Amount includes your delinquent payments, accrued late charges, and fees and costs accrued by Countrywide as a result of your default or any bankruptcy filing. We have agreed that you will repay the Past Due Amount over a several month period by making the installment payments shown on the Schedule. Each scheduled monthly payment includes your ongoing monthly payment obligation, a portion of the Past Due Amount and, if applicable, a late charge. The amounts provided in the Schedule are subject to change by Countrywide, as Countrywide may determine that additional amounts are due. For example, your scheduled payments may increase in the event that your regular monthly payment of escrow, principal or interest increases, as with an adjustable rate mortgage. Or, your scheduled payments may increase if Countrywide determines that additional fees and costs, including late charges, are due which are not reflected in your Schedule. If your scheduled payments change, Countrywide will issue an amended schedule or schedules to you ("Amended Schedule") either during or at the conclusion of the Repayment Period. The Amended Schedule will include any additional payments that you owe to Countrywide under this Agreement. Late charges will be assessed against you until the Past Due Amount has been paid in full and your Loan is brought current, unless otherwise expressly prohibited by law. Once your Loan is brought current, late charges will be assessed against you only if your account again becomes delinquent.

Collection and Foreclosure Actions/Bankruptcy: If foreclosure action relating to your Loan has commenced, it will not be canceled, but it will be postponed by Countrywide provided there is no default by you under this Agreement. If you fail to comply with each and all of the terms and conditions of this Agreement, this Agreement, at Countrywide's option, shall terminate immediately and automatically without further notice to you and, except as otherwise provided herein, shall be of no further force and effect. In such case, all amounts that are owing under your Loan shall become immediately due and payable, and Countrywide shall commence or continue, as the case may be, foreclosure proceedings, or take such other action as is permitted by law. If we previously notified you that your Loan is (or will be) accelerated and/or due in full, it remains accelerated and/or due in full, although you may be entitled by law to cure your default by bringing your Loan current rather than paying it off. Countrywide's acceptance of any payments from you which, individually or collectively, are less than the total amount due to cure your default shall in no way prevent Countrywide from continuing with foreclosure action, or require Countrywide to renotify you of your default, reaccelerate your loan, reissue any notice or recommence any process prior to Countrywide proceeding with foreclosure action. If, before all past due amounts are paid, you or any party with an interest in the real property which secures your Loan becomes subject to a proceeding in bankruptcy, or if your Loan otherwise is subject to protection under bankruptcy laws, you hereby acknowledge and agree that (1) your workout file may be transferred to Countrywide's Bankruptcy Department, as any continued workout assistance may need to be addressed in the context of the Bankruptcy proceedings, and (2) unless expressly prohibited by law, Countrywide, at its option, may terminate this Agreement immediately and automatically, and (3) Countrywide shall be entitled to immediate and automatic relief from the Bankruptcy stay upon your breach of any term or condition of this Agreement, or upon Countrywide's termination of this Agreement.

Payments: The payments you send to Countrywide pursuant to this Agreement shall be applied, at Countrywide's option, first to the oldest payments due, or to any advances or fees due, unless otherwise expressly prohibited by law. Any amounts received by Countrywide which are less than the full payment then due and owing under this Agreement shall be, at Countrywide's option, (1) returned to you, or (2) held by Countrywide in a suspense account until a sufficient sum is received by Countrywide to apply a full payment. If this Agreement is canceled and/or terminated for any reason, any remaining funds in this suspense account shall be credited towards your remaining obligation owing in connection with the Loan and shall not be refunded.

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Account No.: [REDACTED]

All payments made by you to Countrywide under this Agreement shall be payable by means of a cashier's check, money order or certified check. Additionally, Countrywide must receive each payment on or before the agreed upon dates which are listed on the Schedule or Amended Schedule, if any.

If you are using Countrywide's automatic payment service, **PayPlan**, you must terminate that service and issue all payments due directly to Countrywide until your account is brought current, at which time you may request that the **PayPlan** service resume. Payments will not be considered made until Countrywide has received final credit for such payment. A fee up to \$25.00 (\$40.00 in FL) will be charged for each returned payment except as otherwise limited by law. All payments under this Agreement shall be remitted to the following address:

Countrywide Home Loans
P.O. Box 650070
Dallas, TX 75265-0070

Credit Reporting: The status of your Loan will be reported monthly to all respective credit reporting agencies for the duration of this Agreement and thereafter. Accordingly, for the duration of this Agreement and thereafter, Countrywide will report your Loan as delinquent if your Loan is not completely current under your Loan documents, even if you make timely payments to Countrywide in accordance with the Schedule or Amended Schedule, if any. This Agreement does not constitute an agreement by Countrywide to waive any reporting of the delinquency status of your Loan payments. Countrywide specifically reserves any rights it may have relating to your Loan, including any rights it may have under your note and security instrument.

Property Taxes and Insurance: If Countrywide does not maintain an Impound account with respect to your Loan, it is your responsibility to pay all property taxes and premiums for insurance by their due date, as required in your Loan documents. If Countrywide does maintain an Impound account with respect to your Loan, you agree to forward to Countrywide the amounts required to permit the Impound 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 or insurance before their due date, if there is no Impound account, or to forward to Countrywide sufficient funds so that such payment may be made from your Impound account, shall constitute an event of default, and, at Countrywide's option, this Agreement shall terminate immediately and automatically without further notice to you. If there are any optional insurance coverages (life insurance, disability insurance, accidental death insurance, etc.) obtained by you through Countrywide Insurance Services which relate to your Loan, please contact Countrywide Insurance Services at 1-800-888-8658 for continued coverage information while this Agreement is in effect.

Waiver: Any forbearance by Countrywide in exercising any right or remedy under this Agreement or as otherwise afforded by applicable law shall not be a waiver or preclude the exercise of that or any other right or remedy. For example, if Countrywide decides to accept a partial or untimely payment from you instead of terminating this Agreement as provided herein, Countrywide shall not be precluded from rejecting a subsequent partial or untimely payment, terminating this Agreement, and commencing or continuing, as the case may be, foreclosure proceedings or taking any other action permitted by law.

Miscellaneous Provisions: The invalidity of any portion of this Agreement shall in no way affect the balance thereof. All parties to this Agreement represent that they have been advised as to the effect of this Agreement by their own attorneys, have investigated the facts they deem necessary and are not relying upon any representations or acknowledgments, whether oral or in writing, of any other party hereto except as contained herein. Each covenant set forth in this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, successors, assigns, attorneys, agents, employees, representatives (past and present), and each of them. This Agreement shall be governed by California law, without giving effect to principles of conflicts of law.

Again, if you fail to meet any of the terms or conditions of this Agreement, this Agreement, at Countrywide's option, shall terminate automatically without further notice to you and, in such case, all amounts owing will be immediately due and payable, and Countrywide shall commence or continue, as the case may be, foreclosure proceedings or take such other action as is permitted by law. Certainly, these are not actions Countrywide deems to take. Accordingly, Countrywide urges you to strictly abide by all the terms and conditions of this Agreement. If, for some reason, you cannot comply with this Agreement, please notify us immediately so that we can discuss whatever options may be available to you.

Lender recognizes you may have received a discharge in bankruptcy. This discharge may relieve you of all personal liability on the loan. Accordingly, pursuant to Title 11 of the United States Code, lender may not attempt to collect this debt from you personally. This agreement in no way attempts to revive or reaffirm a discharged debt or impose liability against you on any such discharged debt. However, in the event of a default, Lender retains the right to enforce its lien against the property, which includes foreclosure.

Please acknowledge your acceptance of the terms and conditions of this Agreement by signing below and returning the original signed copy of this Agreement to Countrywide. This offer expires and is withdrawn unless the Agreement is executed by each borrower and received by our office within 7 days from the date of this Agreement. A copy is enclosed for your records.

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Account No.: [REDACTED]

Sincerely,

[REDACTED]

Workout Department

1 [REDACTED]

BY SIGNING THIS AGREEMENT, I/WE ADMIT AND AGREE THAT THE TOTAL AMOUNT DUE REFLECTED IN THE TOTAL AMOUNT DUE SCHEDULE, IS A TRUE AND CORRECT REFLECTION OF THE ARREARS NOW DUE AND OWING. I/WE ADMIT AND AGREE THAT THE FOLLOWING SCHEDULES ARE TRUE AND ACCURATE REPRESENTATIONS OF THE STATUS OF MY/OUR LOAN:

- 1. Total Amount Due Schedule
- 2. Application of Voluntary Funds Schedule
- 3. Special Forbearance Plan Agreement Payment Schedule

I/WE AGREE TO ABIDE BY THE AGREEMENT AND SCHEDULES LISTED ABOVE. I/WE FURTHER AGREE THAT ANY MODIFICATIONS, AMENDMENTS OR CHANGES WHATSOEVER TO THIS AGREEMENT WILL INVALIDATE THIS AGREEMENT.

Date

Gary [REDACTED]

Date

[REDACTED]

Please sign, date and return one copy of the agreement in the enclosed envelope. Please keep one executed copy signed by Countrywide for your records.

**Countrywide Home Loans
P.O. Box 10222
Van Nuys, CA 91410-0222**

This offer expires and is withdrawn unless the Agreement is executed by each borrower and received by our office within 7 days from the date of this Agreement.

Countrywide Home Loans

Signed this Date: _____

By: _____

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Account No.: [REDACTED]

Repayment Plan Schedule

Payments due as of: February 12, 2009
Loan paid to: December 1, 2007

Monthly Payments:	January 2008 -	July 2008 @	\$1,555.29	\$10,887.03
	August 2008 -	February 2009 @	1,533.66	10,735.56
Late Charges for Delinquent Payments:	January 2008 -	June 2008 @	\$62.21	\$373.26
	July 2008 -	February 2009 @	.00	.00
Late Charges for Payments Paid Late under the Plan:				\$2,269.95
Other Charges:	Uncollected Late Charges:			\$124.42
	Property Inspection/Preservation Fees:			120.00
	Foreclosure/Bankruptcy Costs & Fees:			2,282.12
	NSF Fees:			.00
	Other Fees:			.00
	Escrow Shortage:			.00
	Less Funds In Suspense (Partial Payment balance):			-.00
		Sub Total:	\$28,285.81	
	Less Funds Due In office by	February 20, 2009	6,000.00	
		Total Arrearage:	\$20,285.81	

****PAYMENTS AND OR FEES ARE SUBJECT TO CHANGE****

****MORE INFORMATION MAY BE CONTAINED ON THE NEXT PAGE****

We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.
Please write your account number on all checks and correspondence. [REDACTED]

PAYMENT INSTRUCTIONS

- Make your check payable to Countrywide Home Loans
- Write your account number on your check or money order
- Write in any additional amounts you are including
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

Account Number [REDACTED]
Gary [REDACTED]
[REDACTED]

*This does not change the original terms of your Note or Security Instrument. LMP/ARZ

Countrywide
PO Box 850070
Dallas, TX 75265-0070



11892073580000000000000000000000

REPAYMENT PLAN INSTALLMENT

*Plan Payment Amount: \$6,000.00
Payment Due Date: February 20, 2009
Please update e-mail information on the reverse side of this coupon.

Additional Principal

Additional Escrow

Other

Check Total

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NO. 0276 P. 6/6

Account No.: [REDACTED]

SCHEDULE OF PAYMENTS

<u>Date Due</u>	<u>To Be Applied to Fees & Arrearage</u>	<u>Regular Monthly Payment</u>	<u>Monthly Plan Amount Due</u>
03/20/2009	\$563.49	\$1,633.65	\$2,097.14
04/20/2009	563.49	1,533.65	2,097.14
05/20/2009	563.49	1,533.65	2,097.14
06/20/2009	563.49	1,533.65	2,097.14
07/20/2009	563.49	1,533.65	2,097.14
08/20/2009	563.49	1,533.65	2,097.14
09/20/2009	563.49	1,533.65	2,097.14
10/20/2009	563.49	1,533.65	2,097.14
11/20/2009	563.49	1,533.65	2,097.14
12/20/2009	563.49	1,533.65	2,097.14
01/20/2010	563.49	1,533.65	2,097.14
02/20/2010	563.49	1,533.65	2,097.14
03/20/2010	563.49	1,533.65	2,097.14
04/20/2010	563.49	1,533.65	2,097.14
05/20/2010	563.49	1,533.65	2,097.14
06/20/2010	563.49	1,533.65	2,097.14
07/20/2010	563.49	1,533.65	2,097.14
08/20/2010	563.49	1,533.65	2,097.14
09/20/2010	563.49	1,533.65	2,097.14
10/20/2010	563.49	1,533.65	2,097.14
11/20/2010	563.49	1,533.65	2,097.14
12/20/2010	563.49	1,533.65	2,097.14
01/20/2011	563.49	1,533.65	2,097.14
02/20/2011	563.49	1,533.65	2,097.14
03/20/2011	563.49	1,533.65	2,097.14
04/20/2011	563.49	1,533.65	2,097.14
05/20/2011	563.49	1,533.65	2,097.14
06/20/2011	563.49	1,533.65	2,097.14
07/20/2011	563.49	1,533.65	2,097.14
08/20/2011	563.49	1,533.65	2,097.14
09/20/2011	563.49	1,533.65	2,097.14
10/20/2011	563.49	1,533.65	2,097.14
11/20/2011	563.49	1,533.65	2,097.14
12/20/2011	563.49	1,533.65	2,097.14
01/20/2012	563.49	1,533.65	2,097.14
02/20/2012	563.66	1,633.65	2,097.31
Total Fees & Arrearage Paid:			\$ 20,285.81
Anticipated Cure Date:			02/20/2012

E-mail user: Providing your e-mail address below will allow us to send you information on your account.
 Account Number: [REDACTED]
 E-mail address: [REDACTED]

How we post your payments: All accepted payments of principal and interest will be applied to the largest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow delinquencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Countywide's policy is to not accept postdated checks, unless specifically agreed to by a loan counselor or technician.