

FEB. 19. 2008 8:56AM

WORKOUT

NO. 8807 P. 2



**Countrywide**

**Home Loans**

P.O. Box 8239  
Van Nuys, CA 91409-8239

Send Payment to:  
P.O. Box 880884  
Dallas, TX 75288-0884

**Repayment Plan Agreement**

February 14, 2008

DAVID L [REDACTED]  
[REDACTED]  
Pomona Park FL  
32181

Account No [REDACTED]

Property Address:  
[REDACTED]  
POMONA PARK, FL 32181

**Re: Repayment Plan**

Dear DAVID [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 Feb 14, 2008. 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. You have agreed that you will repay the Past Due Amount over a several month period by making the installment payments shown on the Schedule. Please take note that the Schedule of payments is broken down into several smaller installment payments and one large final payment. The final payment may often be referred to as a final "lump sum". This final lump sum payment shall be due upon completion of the plan. It is your responsibility to contact the Lender no less than Ten (10) days prior to the date the final lump sum payment is due to make arrangements to pay this sum. If you qualify for a loan modification, upon approval of our investor and submission by you of the required documents, this lump sum may be incorporated into a modification of your loan. If you do not pay the final lump sum by the date it is due and/or fail to contact the Lender within Ten (10) days prior to such due date to make arrangements to pay this sum, you will be considered in breach of this Agreement.

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.

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**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 re-notify you of your default, re-accelerate 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 become 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.

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NO. 8807 P. 4

Account Number: [REDACTED]

**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.

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, HomePay Plus, 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 HomePay Plus service resume. Payments will not be considered made until Countrywide has received final credit for such payment. A fee up to \$26.00 (\$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 10219  
Van Nuys, CA 91410-0219**

**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 1-800-669-6656 for continued coverage information while this Agreement is in effect.

**Read Carefully - Specific Release of Claims:** In consideration for Countrywide entering into this Agreement, you agree to release and discharge Countrywide, and all of its investors, employees and related companies, from any and all claims you have or may have against them concerning the Loan. Although California law (specifically Section 1542 of the California Civil Code) provides that "[a] general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor," you agree to waive that provision, or any similar provision under other state or federal laws, so that this release shall include all and any claim whatsoever of every nature concerning the Loan, regardless of whether you know about or suspect such claims including, but not limited to, claims arising under the following federal acts, and their rules and implementing regulations: Equal Credit Opportunity Act, Home Mortgage Disclosure Act, Electronic Fund Transfer Act, Truth in Lending Act, Real Estate Settlement Procedures Act, Fair Credit Reporting Act, Fair Housing Act, and Fair Debt Collection Practices Act. This release shall remain effective even if this Agreement terminates for any reason.

**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.

**Fair Debt Collection Practices Notice:** Please be advised that this communication is from a debt collector.

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NO. 8807 P. 5

Account Number: [REDACTED]

**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 desires 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.

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 5 days from the date of this Agreement. A copy is enclosed for your records.

Sincerely,

*[Signature]*  
[REDACTED]  
Workout Department  
[REDACTED]

**I ACKNOWLEDGE THAT I HAVE READ AND AM FAMILIAR WITH THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. I AGREE TO ABIDE BY THEM.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
DAVID [REDACTED]

\_\_\_\_\_  
Date

\_\_\_\_\_

Please sign, date and fax one copy of the agreement to 1-888-674-6241. Please keep one executed copy signed by Countrywide for your records.

**Countrywide Home Loans  
P.O. Box 8239  
Van Nuys, CA 91409-8239**

**This offer expires and is withdrawn unless the Agreement is executed by each borrower and received by our office within 5 days from the date of this Agreement.**

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NO. 8807 P. 6

Account Number: [REDACTED]

Mortgagor: DAVID [REDACTED]

### Repayment Plan Schedule

Payments Due as of: February 14, 2008

Loan Paid to: May 1, 2007

Monthly Payments Due:

June 1, 2007 to February 1, 2008 @ \$2,088.96 \$18,767.04

For Delinquent Payments: \$0.00

Late Charges for Payments Paid Late under the Plan \$0.00

<u>Other Charges:</u>	Uncollected Late Charges:	\$343.76
	Property Inspection/Preservation Fees:	\$105.00
	Foreclosure/Bankruptcy Costs Fees:	\$2,389.00
	NSF Fees:	\$0.00
	Other Fees:	\$0.00
	Escrow Shortage:	\$4,155.13
	Less Funds In Suspense (Partial Payment Balance):	\$0.00
	<b>Sub Total:</b>	<b>\$26,769.93</b>
	Less Funds Due in office by 2/19/2008	\$12,000.00
	<b>Total Arrearage:</b>	<b>\$13,769.93</b>

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

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

FEB. 19. 2008 8:58AM WORKOUT

NO. 8007 P. 7

Account Number [REDACTED]

### Repayment Plan Schedule

<u>Date Due:</u>	<u>To Be Applied to Fees and Arreage:</u>	<u>Regular Monthly Payment:</u>	<u>Monthly Plan Amount Due</u>
3/19/2008	\$369.78	\$1,718.78	\$2,088.56
4/19/2008	\$369.78	\$1,718.78	\$2,088.59
5/19/2008	\$369.78	\$1,718.78	\$2,088.56
6/19/2008	\$369.78	\$1,718.78	\$2,088.56
7/19/2008	\$12,290.81	\$1,718.78	\$14,009.59

**Total Fees and Arreage Paid:**

**\$13,769.83**

**Anticipated Cure Date:**

**7/19/2008**