

GMAC

Mortgage

GMAC Mortgage Corporation
3451 Hammond Avenue
Waterloo, Iowa 50704-0780
Fax 319-236-
[REDACTED]

If your account is delinquent or past due please be advised that we are attempting to collect a debt, and that any information obtained will be used for that purpose.

FAX COVER SHEET

THIS TRANSMISSION CONTAINS 4 PAGES (INCLUDING THIS PAGE)

Date: 3/9/07

Fax: 918-272-0991

For: Kristian [REDACTED]

From: GMAC MORTGAGE Loss Mitigations

Telephone 800-850-[REDACTED]-ext [REDACTED]
Fax 866-340-[REDACTED]

RE: LOAN NUMBER
42502 [REDACTED]

- For your information
- Please review and call
- Pursuant to your request
- Comments: Please complete and return

THIS TRANSMISSION IS DIRECTED ONLY TO THE ABOVE MENTIONED ADDRESSEE. IT IS NOT TO BE READ BY ANYONE ELSE. ITS CONTENTS MAY BE PROTECTED FROM DISCLOSURE BY LAW AS PRIVILEGED OR CONFIDENTIAL. THE USE OF TELECOPIER TRANSMISSION DOES NOT WAIVE THIS PROTECTION.

GMAC Mortgage

March 9, 2007

Jeanne [REDACTED]
[REDACTED]

Miami, OK 74354-0000

RE: Account Number 425 [REDACTED]
[REDACTED]

Miami, OK 74354-000

Dear Jeanne [REDACTED]

At this time, your account is due for the August 01, 2006 and subsequent payments. Your request to cure the delinquency on your account has been approved. In order to resolve the delinquency, we have established a 6 month Special Forbearance plan in conjunction with a Modification.

A Loan Modification is when we capitalize (adding into the unpaid principal balance) the delinquent interest and/or escrow payments to bring your loan current, and change one or more of the existing terms of your account. We will require you to make 5 payments at a modified payment amount. At the conclusion of the Special Forbearance we will re-calculate the amount being capitalized and you will receive a letter outlining the terms of the Loan Modification.

In consideration for the mutual covenant set forth in this Foreclosure Special Forbearance Agreement (the "Agreement"), hereby agree as follows:

1. Special Forbearance payments must be received on or before the due date of the agreement or this agreement will be null and void.
2. All payments must be mailed to:
GMAC Mortgage
Attn: Payment Processing Center
[REDACTED] Avenue
Waterloo, IA 50702
3. The Customer is indebted to the Lender pursuant to a note (the "Note") and mortgage or equivalent security instrument (the "Mortgage") executed on July 25, 2005 in the original principal amount of \$36,000.00.
4. If your account is analyzed during the program for taxes and insurance, and adjustment may be required in the amount of the monthly installments.
5. The Customer acknowledges that his loan is presently in default for non-payment to Lender of the August 01, 2006 installment and all subsequent monthly payments due on the Note. Customer further acknowledges that Lender is entering this Agreement based upon Lender's reliance upon the fact that Customer has no defense or counter claim related to the default, the foreclosure, or the loan documents and that each and every term thereof is fully enforceable.
6. Lender has instituted foreclosure proceedings against the property securing the indebtedness which will continue to be in full force and effect until the default(s) described herein are cured except as otherwise provided in this Agreement.

Account Number: 4250 [REDACTED]

- 7. Lender agrees to suspend foreclosure activity on the delinquent account provided that Customer executes and returns this Agreement and makes an initial installment payment toward the delinquency in the amount of \$500.00 by no later than March 14, 2007.
- 8. Although the regular monthly payments continue to be due in accordance with the terms of the Note, the only payments required to be sent in are the ones listed in the payment schedule below. Customer understands and agrees that the escrow portion of the regular monthly payment may change from time to time due to increases or decreases in property taxes and hazard insurance disbursed by the Lender pursuant to the terms of the mortgage or equivalent security agreement. Upon completion of the payment of the delinquent amount, the principal, interest and escrow payments will continue to be due and payable in accordance with the terms of the Note.
- 9. If you file Bankruptcy during the Special Forbearance period, the plan will automatically be voided. Any account activity must be discussed with the Bankruptcy Department once a bankruptcy filing has occurred.
- 10. Customer agrees that funds received will be applied to amounts due, solely at GMAC Mortgage's discretion.

The payment schedule for the Special Forbearance is as follows:

March 14, 2007	\$500.00
April 01, 2007	\$445.00
May 01, 2007	\$445.00
June 01, 2007	\$445.00
July 01, 2007	\$445.00
August 01, 2007	\$445.00

All payments remitted under this special forbearance agreement must be in the form of certified funds (cashier's check or money order).

*If the late fees are not being collected at this time, it will remain on your account for future payment.

GMAC Mortgage will honor the Special Forbearance agreement, if all of the described conditions and requirements are met. If at any time you fail to comply with any of the above-described conditions and requirements this agreement will be considered null and void. The efforts to accelerate the debt will be resumed, and the foreclosure process will proceed without further notice of demand to you.

[REDACTED]

Account Number: 425 [REDACTED]

You must sign, and return this page of the agreement to GMAC Mortgage which is due in our office by March 14, 2007.

If the Special Forbearance plan is canceled, terminated, or rescinded for any reason, funds remitted to us will not be refunded.

It is expressly understood and agreed that the default is not cured or waived by the acceptance of any monies paid hereunder.

Notice – This is an attempt to collect a debt, and any information obtained may be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above referenced loan, not as a personal liability.

If you have any questions, please contact me at 1-800-850-[REDACTED] extension [REDACTED]

Sincerely,

Alyson [REDACTED]
Workout Specialist
Loss Mitigation Department

In an effort to keep my/our home, I/we agree to make the payments indicated above and I/we fully understand all the provisions of the agreement.

Jeanne [REDACTED] Date

Upon receipt of the signed agreement, GMAC Mortgage will also execute to indicate our concurrence with this agreement.

Alyson [REDACTED] Date

RETURN THIS PAGE ONLY TO GMAC MORTGAGE