

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

01/09/08

FORECLOSURE REPAYMENT AGREEMENT

JACQUELYN [REDACTED]

[REDACTED]

INDIANAPOLIS IN 46268

RE: Account Number [REDACTED]
Property Address [REDACTED]
SPARTA MO 65753

JACQUELYN [REDACTED] ("Customer") and GMAC Mortgage, LLC ("Lender"), in consideration for the mutual covenants set forth in this Foreclosure Repayment Agreement (the "Agreement"), hereby agree as follows:

1. There is an outstanding debt to the Lender pursuant to a note and mortgage or deed of trust or equivalent security instrument (the "Mortgage") executed on 05/19/05, in the original principal amount of \$76104.00.
2. The account is presently in default for non-payment to Lender of the 03/01/07 installment and all subsequent monthly payments due on the Mortgage for principal, interest, escrows and charges.
3. The amount necessary to cure the default is \$8827.76 plus such additional amounts that are presently due under the terms of the loan documents as of 01/09/08, and will increase until the default in the account is brought current.
4. Lender has instituted foreclosure proceedings against the property securing the Mortgage indebtedness, which proceedings will continue until the default(s) described herein is/are brought current under the terms of the Mortgage, or otherwise cured as provided for in this Agreement.
5. Notwithstanding the foregoing, Lender agrees to suspend but not terminate foreclosure activity on the default account, provided we receive the executed Agreement and we receive the initial installment in the amount of \$2170.40 no later than 01/15/08. This executed Agreement can be mailed or faxed to us at:

01/09/08

Account Number [REDACTED]

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GMAC Mortgage, LLC
Attention: Default Payment Processor
3451 Hammond Avenue
Waterloo, IA 50702
Fax: 866-340-5043

6. Pursuant to your request you agree to pay the remainder of the default, \$6657.36, as indicated in the Payment Schedule enclosed and made a part hereof by reference. Customer understands that payments due under the Payment Schedule may include amounts due for real estate taxes and insurance, and the Payment Schedule amounts may, in such event, have to be increased, at the sole option of the Lender, if the items for such escrow purposes should increase during the duration of the Agreement.

7. All payments under this Agreement, including the regular monthly payments, shall be made in certified funds or cashier's check, shall include the account number on the Customer's check or on a written attachment to the check, and shall be sent to the following address:

GMAC Mortgage, LLC
Attention: Default Payment Processor
3451 Hammond Avenue
Waterloo, IA 50702

Additional methods of remitting payments under this agreement are:

- Money Gram using a Receive Code of 2365
- Western Union using a Code City and State of Home/Iowa

If payment is tendered in any other form, Lender may return the payment and invoke any remedies available under the loan documents and this Agreement.

8. In the event we do not receive timely payment called for under this Agreement, Lender may, without further notice to Customer, undertake or continue collection or foreclosure activities. In such event, any payments tendered under this Agreement shall be applied to the account in the manner specified in the Mortgage, and there will be no right to a refund of the tendered funds. In the event Lender chooses to accept any payment not in the full amount called for under this Agreement, such acceptance shall not be deemed a waiver of Lender's right to declare a default under this Agreement. Upon any default in meeting the terms of this Agreement, any such payments received under the terms of this Agreement shall be applied first against the default in the account, with the excess, if any, then applied according to the terms of the Mortgage. The parties expressly understand and agree time shall be of the essence as to the obligation under this Agreement.

01/09/08

Account Number [REDACTED]

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9. Customer understands and agrees that all other provisions, covenants and agreements set forth in the Mortgage shall remain in force and effect during the duration of this Agreement and thereafter, and this Agreement shall not constitute a modification or extension of the Mortgage.
10. If a notice of a new or subsequent bankruptcy is received during the duration of this Agreement, the Agreement will automatically be voided.
11. Acceptance of any payment hereunder shall not constitute a cure nor be deemed a waiver of the existing default, and in no manner shall such acceptance prejudice any rights of Lender to proceed with the Trustee Sale Action noticed in the Notice of Default, and shall not constitute a violation of California Code of Civil Procedure Section 726.580(a), 580(d) (the One Form of Action Rule), and shall not invalidate the Notice of Default. Customer expressly relinquishes and waives any rights, claims and defenses Customer may have under any of the Code of Civil Procedure Sections or under the Loan with regard to any whole or partial payments, whether current, past or future.
12. If any additional amounts are added to the loan to be collected that have not been addressed in this agreement, those amounts will need to be paid at the conclusion of this agreement.

Notice: This is an attempt to collect a debt, and any information obtained will 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 account, not as a personal liability.

If you have any additional questions, please contact us at 800-850-4622, extension 2364624.

Loss Mitigation Department
Loan Servicing


Enclosure

01/09/08
Account Number [REDACTED]
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*****CERTIFIED FUNDS ONLY*****

NOTE: There is no grace period during this Agreement. Pursuant to your request and in order to cure the default on this account, all payments must be received on or before the due date.

RECEIVED AND AGREED:

	(Seal)	<u>1-11-08</u>
Customer		Date

<hr/>		<hr/>
Customer		Date

Upon receipt of the signed agreement, we as the Servicer will also execute to indicate our concurrence with this agreement.

Servicer

5:15

SIGN AND RETURN THIS PAGE ONLY

***** FAX TO 866-340-5043 *****

GMAC Mortgage, LLC
 PO Box 780

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 DATE 01/09/08

Waterloo

IA 50704-0780

REPAYMENT AGREEMENT- 601279353

----- MAIL ----- PROPERTY -----

JACQUELYN COOK

3101 CHADWOOD LANE NORTH APT 1C 282 BLACKBERRY ROAD

INDIANAPOLIS IN 46268 SPARTA MO 65753

----- DATES -----	----- CURRENT BALANCES -----	----- UNCOLLECTED -----
PAID TO 02/01/07	PRINCIPAL 74514.43	LATE CHARGES 272.66
NEXT DUE 03/01/07	ESCROW -383.86	OPTIONAL INS 0.00
LAST PMT 08/14/07	UNAPPLIED FUNDS 0.00	INTEREST 0.00
AUDIT DT 05/27/05	UNAPPLIED CODES	FEES 63.75
LAST ACTIVITY	BUYDOWN FUNDS 0.00	DFLT EXP PD 771.74
01/04/08	BUYDOWN CODE	DFLT EXP UNPD 1784.88

PMT NUM	PLAN DUE DATE	PMT AMOUNT	PLAN AMOUNT	AMOUNT TO REG PMT	AMT TO LC/UNCOL	UNAPPLIED BALANCE	FIRST/LAST PMT APPLIED
01	01/15/08		2170.40	0.00	2170.40	0.00	
02	02/15/08		975.28	0.00	449.97	525.31	
03	03/15/08		975.28E	1160.86	0.00	339.73	03/07 04/07
04	04/15/08		975.28	1160.86	0.00	154.15	05/07 06/07
05	05/15/08		975.28	580.43	0.00	549.00	07/07
06	06/15/08		975.28	1160.86	0.00	363.42	08/07 09/07
07	07/15/08		975.28	1160.86	0.00	177.84	10/07 11/07
08	08/15/08		975.28	580.43	0.00	572.69	12/07
09	09/15/08		975.28	1160.86	0.00	387.11	01/08 02/08
10	10/15/08		975.28E	1160.86	0.00	201.53	03/08 04/08
11	11/15/08		975.28	1160.86	0.00	15.95	05/08 06/08
12	12/15/08		975.28	580.43	0.00	410.80	07/08
13	01/15/09		975.28	1160.86	0.00	225.22	08/08 09/08
14	02/15/09		975.28	1160.86	0.00	39.64	10/08 11/08
PLAN TOTAL			19725.50				

E - ESCROW CHANGE A - ALTERNATIVE LOAN P&I CHANGE B - BUYDOWN SUBSIDY CHANGE

REPAYMENT AGREEMENT 601279353

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DATE 01/09/08

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LAST ACTIVITY 01/04/08	BUYDOWN FUNDS 0.00	DFLT EXP PD 771.74
	BUYDOWN CODE .	DFLT EXP UNPD 1784.88

PMT NUM	PLAN DUE DATE	PMT AMOUNT	PLAN AMOUNT	AMOUNT TO REG PMT	AMT TO LC/UNCOL	UNAPPLIED BALANCE	FIRST/LAST PMT APPLIED
15	03/15/09	975.28	975.28	580.43	0.00	434.49	12/08
16	04/15/09	975.28	975.28	1160.86	0.00	248.91	01/09 02/09
17	05/15/09	975.28	975.28	1160.86	0.00	63.33	03/09 04/09
18	06/15/09	975.28	975.28	580.43	0.00	458.18	05/09
19	07/15/09	975.34	975.34	1160.86	272.66	0.00	06/09 07/09
PLAN TOTAL		19725.50					

E - ESCROW CHANGE A - ALTERNATIVE LOAN P&I CHANGE B - BUYDOWN SUBSIDY CHANGE

I (WE) AGREE TO THE REPAYMENT SCHEDULE AS SET FORTH ABOVE. THE AMOUNT OF EACH PAYMENT IS SUBJECT TO CHANGE BASED ON SCHEDULED ALTERNATIVE MORTGAGE P&I, ESCROW OR OTHER PAYMENT CHANGES. ALL PROVISIONS OF THE NOTE AND MORTGAGE/DEED OF TRUST REMAIN IN FULL FORCE AND EFFECT.

 JACQUELYN COOK
