

HOMEQ

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HOMEQ SERVICING

1100 Corporate Center Drive
Raleigh, NC 27607

October 12, 2006

CHARLES [REDACTED]
[REDACTED]
[REDACTED]

LAFAYETTE, IN 47906

RE: Account Number [REDACTED]

Dear CHARLES [REDACTED]

Attached is the Forbearance Agreement (the "Agreement") outlining the terms and conditions of the repayment schedule for the above-referenced account serviced by HomeEq Servicing Corporation ("HomeEq"). Please note that the reinstatement amount set forth in the Agreement may change in the event additional costs are incurred.

Please read the Agreement carefully, sign the designated section on the last page, and return **via fax to 866 947 3329 as soon as possible**. Before foreclosure action may be suspended, the Agreement must be signed and returned via fax and the down payment must be received by the due date noted in the Agreement. Please send funds sufficient to satisfy the down payment by Western Union Quick Collect using city code **HomeEq** and state code **CA**. Call the number noted below immediately after sending down payment with the "MTCN" number.

Please be sure to reference your account number on all payments. Additionally, please note that all payments made under the Agreement must be in certified funds:

1. Payment may be sent via Western Union Quick Collect using city code **HOMEQ** and state code **CA**. Please notify HomeEq immediately upon sending the funds and provide us with the 10-digit "MTCN" number. **Note: Using Western Quick Collect is the quickest way to send funds for payment on your account.**
2. Certified funds (i.e. cashiers check, bank check, or money order) may be sent by overnight mail/courier service to insure delivery prior to the due date. Please include your account number on the payment. When sending your payment via overnight service, please use the address below and contact HomeEq immediately with the overnight tracking number so that we may assist you in tracking the delivery of the funds:

HomeEq Servicing Corporation
Attn: AIM Cash Processing CA3355
4837 Watt Avenue
North Highlands, CA 95660

HomeEq

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3. Funds may also be sent via bank wire. Please notify HomeEq immediately with the wire transaction information.

Wachovia DBA HomeEq Servicing

Charlotte, NC

ABA: [REDACTED]

Account: [REDACTED]

Beneficiary: HomeEq Servicing

For further credit to: Account [REDACTED]

Sincerely,

[REDACTED]

[REDACTED]

HomeEq's Loss Mitigation Department

(866) 822-1471

Monday through Friday, 9:00 a.m. - 5:30 p.m., ET

LM130

HomeEq Servicing Corporation is a debt collector. HomeEq is attempting to collect a debt and any information obtained will be used for that purpose.

IMPORTANT: You are hereby notified that we may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may also be reflected on your credit report.

Colorado

For information about the Colorado Fair Debt Collection Practices Act, www.ago.state.co.us/CAB.htm [website maintained by the state of Colorado]

Account: **0000000000**

DEFAULT FORBEARANCE AGREEMENT

This Default Forbearance Agreement ("Agreement") is made on October 12, 2006 by and between HomeEq Servicing Corporation, a New Jersey corporation, fka TMS Mortgage Inc., dba The Money Store ("HomeEq"), and CHARLES **0000000000** ("Borrower").

RECITALS

- A. Borrower entered into that certain note and deed of trust/mortgage encumbering that certain property located at **0000000000** LAFAYETTE, IN 47906 (the "Property") dated 01/26/1999 (the "Loan").
- B. HomeEq services Borrower's account on behalf of itself or for the owner of the Loan.
- C. Borrower has failed to make regular monthly payments pursuant to the terms of the Loan, the Loan is now in default, and HomeEq has instituted foreclosure proceedings.
- D. Borrower has requested that HomeEq enter into this Agreement to hold the foreclosure in abeyance. NOW, THEREFORE, in consideration of the premises above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Arrearage.** The total amount needed to bring the Loan current through and including the payment is the following sum:

Total Payments	\$34,358.60
Late charges accrued	\$0.00
Outstanding foreclosure fees and costs	\$1,705.98
Less Funds in Suspense	\$(0.00)
Additional late charge	\$0
Additional payments	\$0
Miscellaneous expenses:	
NSF fees	\$0.00
Recoverable Corporate Advances	\$2,934.72

TOTAL ARREARS DUE **\$38,999.3**

2. **Forbearance Agreement.** Beginning on 20-NOV-06 Borrower shall begin making forbearance payments. Borrower's current monthly payment, including escrow if applicable is \$2398.2. In addition to the regularly scheduled monthly payments, Borrower shall pay the arrears described above as follows:

\$ 12000 initial payment must be received and posted by 20-OCT-06

AMOUNT AND DATE PAYMENT MUST BE RECEIVED:

Due Date	Combined Monthly Payment
20-NOV-06	\$4,273.27
20-DEC-06	\$4,273.27
20-JAN-07	\$4,273.27
20-FEB-07	\$4,273.27
20-MAR-07	\$4,273.27
20-APR-07	\$4,273.27
20-MAY-07	\$4,273.27
20-JUN-07	\$4,273.27
20-JUL-07	\$4,273.27
20-AUG-07	\$4,273.27
20-SEP-07	\$4,273.27
20-OCT-07	\$4,273.27
20-NOV-07	\$4,273.26

3. **Foreclosure Suspension.** The parties agree that for the term of this Agreement, foreclosure proceedings shall be held in abeyance so long as Borrower makes all payments required under this Agreement. The foreclosure will not be cancelled until the successful completion of the terms of this Agreement. Nothing in this paragraph shall prevent HomEq from taking any and all action necessary to maintain the status of the foreclosure action in its present state or to advance the action to prevent its dismissal. Upon posting of the last payment under this Agreement and its clearance as "good funds," HomEq will discontinue the pending foreclosure.
4. **No Further Demand/Notice.** HomEq has the right to post the Property for foreclosure without the necessity of mailing another demand/notice of intent to accelerate and to take all steps necessary for foreclosure in the event Borrower defaults under the terms of this Agreement. After the term of this Agreement has ended, HomEq may foreclose if Borrower has failed to either bring the Loan current or pay the Loan in full. Borrower hereby waives the statute of limitations associated with the acceleration of the Loan. If Borrower fully complies with the terms of the Agreement, the indebtedness will be reinstated as current.
5. **Timely Payment.** In the event any of the payments required hereunder are not received and posted by the date they are due, Borrower shall be in default under this Agreement and HomEq shall be entitled to proceed with foreclosure.
6. **Additional Fees/Increases to Escrow.** Additional foreclosure fees for Property inspections and broker price opinions may be incurred during the term of this Agreement. Borrower will be responsible for paying any such fees incurred. In addition, Borrower's escrow account may be reanalyzed one or more times during the term of this Agreement. Such reanalysis of the escrow account may require an increase of amounts be held in escrow and result in an increase in Borrower's monthly payment amount.
7. **Superior Liens.** Borrower is responsible for immediately paying any and all outstanding amounts, claims or liens against the Property which are or may become a lien superior to the interest of HomEq during the term of this Agreement. If HomEq has already paid any delinquent amounts, claims or liens, such amounts, claims or liens will be included in this Agreement. If HomEq is required to pay such amounts, Borrower will be deemed in default under this Agreement. If HomEq receives notice of any pending sale resulting from such amounts, claims or liens during the term of this Agreement, a material default will be deemed to have occurred and HomEq may proceed with foreclosure without further notice to Borrower.

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Account: ~~XXXXXXXXXX~~

8. **Funds Non-Refundable.** All funds paid to HomeEq during the term of this Agreement are non-refundable. Funds received by HomeEq shall be first applied to amounts in arrears, and then to current monthly payments. The specific manner in which any funds are applied to the account shall be at HomeEq's sole discretion. This may require that at certain times funds may be held in suspense. Should Borrower default under this Agreement, any money held in suspense will be applied against the outstanding arrearage for purposes of calculating the amount due at the time of foreclosure sale.
9. **Resumption of Regular Payments.** Once all payments due pursuant to this Agreement have been made and the Loan is no longer delinquent, Borrower shall continue to make regularly scheduled monthly payments in accordance with the terms of the Loan.
10. **Certified Funds.** All money paid to HomeEq during the term of this Agreement must be in certified funds (i.e., money order, bank cashier check, etc.)
11. **Bankruptcy a Material Default.** If at any time during the term of this Agreement Borrower files a Chapter 7 or Chapter 13 Bankruptcy, a material default will be deemed to have occurred and HomeEq will take such action as it deems appropriate without further notice to Borrower.
12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but together shall constitute a single instrument.
13. **Further Assurances.** The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with [North Carolina] law.
15. **Final Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter hereof.
16. **Successors and Assigns No Third Party Beneficiaries.** This Agreement will inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This Agreement is not intended to confer on any person other than the parties hereto and their successors and assigns any rights, obligations, remedies or liabilities.
17. **Time of the Essence.** Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the undersigned have here unto set their hands as of the date first above-written.

HomeEq Servicing Corporation, a New Jersey corporation

CHARLES ~~XXXXXXXXXX~~

Date

DateBy: ~~XXXXXXXXXX~~_____
Workout Specialist