



FORMAL REPAYMENT PLAN

RE: [REDACTED]

Borrower: **Aviana** [REDACTED]

Co-Borrower: **0**

This agreement is entered into as of this **5th** day of **November, 2007** by and between **Aviana** [REDACTED] ("Mortgagor" or collectively as "Mortgagors"), whose mailing address is [REDACTED] Saint Louis, MO 63138, and **Saxon Mortgage Services, Inc.**, as servicing agent for Chase Bank - Texas ("Lender"), whose mailing address is [REDACTED] Ft. Worth, TX 76137.

RECITALS

WHEREAS, Mortgagor(s) is indebted to Lender pursuant to that certain Note dated **February 28, 2007** in the original principal sum of **Eighty-Two Thousand Three-Hundred Twenty Dollars** or \$ **82,320.00** (the Note); and

WHEREAS, the note is secured by a Deed of Trust/Mortgage (the "Deed of Trust/Mortgage") of even date on certain real real property commonly referred to as [REDACTED] **Saint Louis, MO 63138** (the "Property"); and

WHEREAS, the Mortgagor(s) acknowledge that the unpaid principal balance as of the date of this agreement is \$ **82,254.84** ; and

WHEREAS, Mortgagor(s) acknowledges that the Note is in default as of this date and Mortgagor is unable to pay the defaulted amount of \$ **6,654.28** (including unpaid regular monthly installments, late penalties and other charges relating to the default which include, but may not be limited to legal fees, valuation fees, inspection fees and delinquent property taxes), to bring the note current pursuant to stated terms therein; and

NOW THEREFORE, inconsideration of the foregoing and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1) RECITALS. The above recitals are true and correct.
- 2) FORBEARANCE PAYMENTS. All payments described hereunder shall be made by cashier's check and/or bank wire. If paying by cashier's check, payments **MUST** be mailed to the following address:

SAXON MORTGAGE SERVICES, INC.
4708 MERCANTILE DRIVE NORTH
FT. WORTH, TX 76137

The payments must be received by the Date of Payment as noted below. Simultaneous with the execution and delivery of this Agreement Mortgagor shall tender the first payments due under the terms of the Agreement in the amount of \$ **1,844.02** and thereafter shall make payments pursuant to the schedule outlined below, consisting of regular monthly payments under the Note, plus and additional \$25.00. The schedule of payments is shown below:

| <u>DATE OF PAYMENTS</u> | <u>AMOUNT OF PAYMENT</u> |
|-------------------------|--------------------------|
| 11/05/07 | \$ 1,844.02 |
| 12/05/07 | \$ 900.00 |
| 01/05/08 | \$ 900.00 |
| 02/05/08 | \$ 900.00 |
| 03/05/08 | \$ 900.00 |
| 04/05/08 | \$ 900.00 |
| 05/05/08 | \$ 4,654.29 |
| . | \$ - |

*If all payments listed in the above schedule are made by or before the due date, Saxon will consider a modification on the loan or other forbearances. It is acknowledge that the payments under the agreement will not cure the arrearage and credit reporting will reflect this.



In addition to the payment amounts set forth above, Mortgagor shall be responsible for any increase in monthly payment amounts which may accrue as the result of changes in interest rate, escrow impound for taxes and insurance or scheduled principal and interest payment changes and those amounts shall be added to the payment amounts due under this Agreement. Noteholder agrees to waive accruing (but not previously accrued) late charges for the duration of this Agreement so long as the Mortgagor does not breach the terms of this Agreement. If Mortgagor breaches the terms of this Agreement at any time, Noteholder will not waive any late charges. Late charges will again accrue pursuant to the Note and Security Instrument upon the expiration of this Agreement.

3) RETURNING OF FUNDS. Should a breach occur in this Agreement, any and all funds paid pursuant to this Agreement are deemed non refundable.

4) NO WAIVER. Mortgagor acknowledges that the Note and Security Instrument are valid and enforceable, and that all of the terms contained therein remain in full force and effect. Mortgagor also acknowledges that the forbearance provided herein shall be without prejudice to the Noteholder's right to exercise its power of sale or exercise any other rights and remedies under the Note and Security Instrument. Neither this Agreement nor the forbearance hereunder shall be deemed to be a waiver or consent to any events of default which have occurred under the Note and Security Instrument or which may in the future occur under the Note and Security Instrument. Mortgagor acknowledges that Noteholder may accept partial payments under this Agreement without waiver of its foreclosure action. Upon any breach of this Agreement, Noteholder may, at its sole option, continue with the foreclosure action currently in place.

5) BINDING AGREEMENT. This Agreement shall be binding upon the parties hereto, their legal representatives, successors and assigns.

6) NOTICES. All notices or other documents under this Agreement shall be in writing and either mailed via certified mail delivery, overnight mail delivery, or by the use of a facsimile machine, addressed to the parties at their current mailing addresses, or one directed to by the Mortgagor.

7) GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the state in which the Property is located.

8) SEVERABILITY. If any provision in this Agreement, as applied to Mortgagor and Noteholder, is deemed by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

9) BANKRUPTCY CONTINGENCY. Mortgagor expressly agrees that while this Agreement is effective, should Mortgagor file a bankruptcy petition pursuant to Title 11 of the United States Bankruptcy code, Mortgagor hereby expressly agree(s) to grant Noteholder immediate relief from automatic stay, and Mortgagor shall execute any and all necessary documents to provide Noteholder with immediate relief from stay.

10) EXECUTION OF THE AGREEMENT. Mortgagor must execute this Agreement and return it with the initial forbearance payment outlined by 11/05/07 . Failure to return the executed Agreement by this date will result in this Agreement becoming null and void. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an origina; but all of which, taken together, shall constitute one and the same instrument.

MORTGAGOR ACKNOWLEDGES THAT MORTGAGOR HAS BEEN ADVISED BY LEGAL COUNSEL, OR HAS DECIDED TO PROCEED WITHOUT LEGAL COUNSEL.

IN WITNESS THEREOF, the parties hereto have executed this Forbearance Agreement as of the date and year written in this Agreement.

Mortgagor

Mortgagor

Saxon Mortgage Services, Inc., as Servicing Agent for

By: _____

Vice President

Created by: _____