

December 15, 2009

[REDACTED]
[REDACTED] GA 30080

[REDACTED]

CO
CONFIRM - WE HAVE
19 DAY
SETTLEMENT
STILL
AVAILABLE
NEED
PROOF OF FUNDS

Loan Number: [REDACTED]

[REDACTED]

Dear Borrower:

Your home is subject to foreclosure proceedings. This letter is an offer to allow you to resume making payments of \$1,374.39 and if you make this payment by 01/14/2010, we will suspend from starting, or if we have already started, from continuing foreclosure proceedings.

To SAVE your home, please follow these simple steps:

STEP 1: SIGN THE FORBEARANCE AGREEMENT AND MAKE YOUR FIRST PAYMENT

To resume making your monthly payment of \$1,374.39 send us your first payment along with the signed Select Portfolio Servicing, Inc. ("SPS") Trial/Forbearance to Modification Agreement (*ATTACHMENT A*) before this offer expires on 01/14/2010. If you begin making payments at this amount and send us the enclosed signed Agreement, we will suspend from starting or continuing any foreclosure proceedings. This payment must be received in certified funds¹ and should be mailed (in the enclosed envelope), along with the signed Trial/Forbearance to Modification Agreement, to:

Select Portfolio Servicing, Inc.
PO Box 65250
Salt Lake City, Utah 84165

STEP 2: CONTINUE TO MAKE YOUR PAYMENTS

Your SPS Forbearance payments in the amount of \$1,374.39 will be due on or before the 14th of each month. These payments should be sent instead of, not in addition to, your normal monthly mortgage payment. If you cannot afford the payments shown above, but want to remain in your home, or if you want to leave your home and avoid foreclosure, please call us at (888) 818-6032. We may be able to help you.

Make your payments at this new payment amount each and every month. If you fail, you risk losing your home to foreclosure.

STEP 3: CALL SPS TO DETERMINE IF YOU ARE ELIGIBLE FOR THE OBAMA HOME AFFORDABLE MODIFICATION PLAN

You may be also eligible to take advantage of the Obama Administration's Home Affordable Modification Program (the "Obama Home Affordable Modification Plan"). This Plan may lower your payment further from the payment offered in this letter and qualify you for incentives from the government. Please call SPS at 888-818-6032 to determine if you are eligible.

The attached Agreement allows borrowers who are eligible, to convert from Trial Forbearance to the Obama Home Affordable Modification Plan. In order to convert to an Obama Home Affordable Modification Plan please call SPS for

¹ Certified Funds include Money Order, Cashier's Check, Bank Wire or Western Union. Call SPS at (800) 258-8602 for instructions.

PLEASE TURN THIS PAGE OVER FOR IMPORTANT INFORMATION

[REDACTED]

details Detailed information and preliminary eligibility requirements can be found at www.hopenow.com or by calling (888) 995-HOPE.

Be sure that SPS has all your current contact information so that we can confirm your approval. SPS can review your eligibility over the phone.

SHORT PAYOFF/ REFINANCE

If your intent is to sell or refinance your property, we have a second offer called a short payoff. This means that SPS is willing to accept less than the full amount you currently owe and release its lien on the property. You currently owe \$176,392.70, but SPS is willing to accept \$63,000.00 in certified funds for full and complete satisfaction of the mortgage loan. This offer is good through 01/14/2010. *STILL AVAILABLE PER EFIN PERCY*

DEED IN LIEU

If you are no longer interested in occupying the property, we may have a deed-in-lieu option that you may wish to pursue. Please call SPS for details.

[Handwritten Signature]
GOOD FAITH EST. (BK)

Sincerely,

Select Portfolio Servicing, Inc.

NOW IS THE TIME TO WORK TOGETHER AND TAKE ACTION! PLEASE CALL US TODAY AT 1-888-818-6032 SO YOU MAY BE ABLE TO STAY IN YOUR HOME.

Esta carta contiene información importante concerniente a sus derechos. Por favor, hágala traducir. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta llamando al teléfono 1-800-831-0118 y marque la opción 2.

This communication from a debt collector is an attempt to collect a debt and any information obtained will be used for that purpose.

Minnesota - This collection agency is licensed by the Minnesota Department of Commerce
New York City - Collection Agency License #0987252

www.yourfastmod.org



ATTACHMENT A

PAGE 1 OF 2

Loan Number: [REDACTED]

Trial/Forbearance to Modification Agreement

This Trial/Forbearance to Modification Agreement (the "Agreement") dated 01/14/2010 between [REDACTED] (the "Borrower"), whose mailing address is [REDACTED] SMYRNA, GA 30080 and Select Portfolio Servicing, Inc., a Utah corporation, authorized agent of note owner (the "Servicer"), whose notification address is PO Box 65250, Salt Lake City, Utah 84165-0250.

Recitals

WHEREAS Borrower signed a Note secured by a Mortgage on his principal residence on 10/18/2006. Borrower has been unable to make monthly payments at the amount stated in the Note and during trial forbearance period, has agreed with Servicer to make monthly payments at the new amount set forth below while Borrower is evaluated for a permanent change to the Note terms ("Modification").

Now THEREFORE, in consideration of the Recitals, which are incorporated by reference, and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Agreement

Section 1: Agreement to Suspend Legal Action (Forbear) during Trial Forbearance Period. Servicer agrees to forbear from restarting or if not started, commencing a Foreclosure Proceeding, as long as Borrower makes the payments set forth in this Section 1. If Borrower makes all monthly payments as agreed, Servicer shall continue to forbear from starting or continuing Foreclosure Proceedings. Borrower agrees to pay \$1,374.39 on the 14th day of each month during the Trial Forbearance Period.

Trial Period Payment #	Trial Period Payment	Due Date On or Before
1	\$1,374.39	01/14/2010
2	\$1,374.39	02/14/2010
3	\$1,374.39	03/14/2010

Section 2: Taxes and Insurance. If Borrower does not have an existing escrow account, Borrower remains responsible to pay taxes and insurance. If these amounts are not paid, Borrower will be in default under its Mortgage and Lender may either advance these sums on Borrower's behalf, or Lender may declare a default and commence foreclosure proceedings. Interest will accrue on the amount of any of these advances at the Note Rate.

Section 3: Non Waiver/Effect of Failure to Make Payments under Section 1. Borrower understands that if Servicer has accelerated the loan to maturity, Servicer has not waived its acceleration by accepting payments described in Section 1 or by accepting any partial payment amounts. Lender shall be entitled to retain all payments made by the Borrower without affecting Servicer's rights under the Note and Mortgage or the acceleration of the Loan. Once Borrower has made all of the payments required under Section 1, Servicer will cause the notice of default to be cancelled. If Borrower does not make the payments as agreed in Section 1, Servicer may proceed with its remedies under the Note and Mortgage, including the Foreclosure Proceedings. Except as specifically provided herein, nothing contained herein shall be deemed (i) to prejudice any of the rights or remedies of the Servicer or (ii) a waiver of any remedy which the Servicer may have against the Borrower under the laws by which the Note and Mortgage are governed. No delay or failure by the Servicer to exercise any of its rights under this Agreement shall constitute a waiver of any of its rights under this Agreement or the Note and Mortgage.

PLEASE TURN THIS PAGE OVER FOR IMPORTANT INFORMATION

ATTACHMENT A
PAGE 2 OF 2

Loan Number: [REDACTED]

Section 4: Binding Agreement. This Agreement shall be binding upon the parties hereto, their legal representatives, successors, and permitted assigns.

Section 5: Ratification. Borrower's Note and Mortgage remains unchanged except as modified above.

BORROWER(S)

[REDACTED]

www.yourfastmod.org

[REDACTED]