



April 9, 2010

[REDACTED]
[REDACTED]
[REDACTED]
NAPLES FL, [REDACTED]

Re: Loan No: [REDACTED]

Property Address:
[REDACTED]
NAPLES FL, [REDACTED]

Dear Mortgagor:

CitiMortgage, Inc. (CMI) has reviewed your request for a forbearance plan. The enclosed contract sets forth the terms under which CMI will accept a schedule of payments during the time of plan.

Please read the contract thoroughly so you understand your responsibilities under this agreement, sign and return the agreement as follows:

1) Return original agreement to CitiMortgage, Inc., 5280 Corporate Drive, Department 0010, Frederick, MD 21703.

OR

2) Fax a copy of the signed agreement to my attention at CitiMortgage, Inc., Department 0010, (866) 940-[REDACTED]

All payments must be in certified funds while your account is delinquent. You may remit your down payment, as well as future payments in the following manner:

1) Payments may be sent to: CitiMortgage, Inc., 5280 Corporate Drive, Department 0010, Frederick, MD 21703.

2) **Via Western Union Quick Collect.**

a) **Provide the operator with the Code City: CMI, Code State: MO, and your loan number.**

b) **Obtain the Money Transfer Control Number (MTCN) as confirmation of the transaction. Please include the MTCN reference number on the fax cover sheet.**

3) Please contact me at 1-866-895-[REDACTED] if you need to make other arrangements for returning the agreement and the down payment.

It is important that you return the signed contract by **04/16/10**, or this agreement will be considered null and void and we will resume collection (and/or foreclosure activity, if applicable).

Sincerely,

Jami [REDACTED]
Loss Mitigation

Enclosure
cc: File

STIPULATED SPECIAL FORBEARANCE PLAN AGREEMENT

THIS AGREEMENT made as of the 9 day of April, 2010, by and between CitiMortgage, Inc. ("CMI"), having a place of business at 5280 Corporate Drive, Frederick, Maryland 21703, and [REDACTED] whose mailing address is [REDACTED] collectively known to as "Borrower" (the "Agreement").

Recitals:

- A. CMI is the owner and holder or servicing agent of a certain Note and Deed of Trust/Mortgage made and executed or assumed by the Borrower,
- B. The Borrower has failed and omitted to make regular monthly payments in accordance with the terms of the Note and Deed of Trust/Mortgage, therefore, the loan is in default, and CMI has exercised its rights to institute collections (and/or foreclosure, if applicable).
- C. The Borrower has requested that CMI enter into this agreement to place its collections (and/or foreclosure on hold, if applicable). CMI wishes to assist Borrower, but does not wish to discontinue collections (and/or foreclosure, if applicable), until the loan is brought current.

Agreement:

- 1) The total amount needed to bring the loan current through and including the April payment is the following sum:

6 payments at \$1,961.30	\$11,767.80
07/01/09-12/01/09	
4 payments at \$1,934.30	\$7,737.20
12/01/09-04/01/10	
Late Charges Due:	\$ 647.70
Foreclosure Fees:	\$ 3,852.86
Other:	\$ 99.99
Other:	\$ 3,074.46
 Total Arrears Due:	 \$ 27,180.01

- 2) Borrower is relieved from making the regular monthly payment from 07/01/09 through 04/01/10, after the down payment, if applicable, is received, which must occur on or before 04/16/10. The regular monthly payments referred to in this paragraph are being deferred and must be repaid as set forth below. The said monthly payments are not forgiven.
- 3) Beginning on 04/16/10, Borrower shall resume making regularly scheduled monthly payments. In addition to their regularly scheduled monthly payments, Borrower shall pay the above arrears as follows:

\$ 980.00 due 04/16/10 (\$ 980.00 down payment along with signed agreement)

\$ 980.00 due 05/16/10 (\$980.00 negotiated payment)

\$ 980.00 due 06/16/10 (\$980.00 negotiated payment)

Please contact the Loss Mitigation Department on 06/16/10 to discuss further options to bring account current.

- 4) By entering into this agreement, CMI is neither modifying, nor waiving any rights under the Note and Deed of Trust/Mortgage, which shall continue in full force and effect. CMI is only agreeing to forbear from further collection (and/or foreclosure, if applicable), action on the condition that Borrower makes all regularly scheduled payments due under the Note and Deed of Trust/Mortgage and arrears payments under this agreement, including the down payment. In the event Borrower does not make all payments under this agreement, CMI will proceed with collections (and/or foreclosure, if applicable), without further notice, except as required by applicable law.

5) All money paid to CMI during the term of this agreement is due and not refundable.

6) Special forbearance plans must lead to reinstatement of the loan, either by increasing monthly payments in an amount sufficient to repay the arrearage over time, or through resumption of normal payments for a period of time followed by a total reinstatement via a lump sum payment.

a) If after all of the above payments have been made, and the loan is still delinquent, the Borrower must make arrangements with CMI prior to the expiration of the terms as stated in paragraph 3 to cure the delinquency. In the event that the Borrower is unable or unwilling to utilize the reinstatement option noted above, the Borrower agrees to apply for the PFS (Pre Foreclosure Sale Program).

7) In the event Borrower and CMI are unable to agree to a resolution for the remaining delinquency amount, CMI may proceed with collection (and/or foreclosure, if applicable), without further notice, except as required by applicable law.

8) This payment agreement is subject to change if the regular payment amount changes. If you have questions regarding your new payment amount please contact the Loss Mitigation Department. The monthly payment provided for in this schedule may increase or decrease due to the following conditions:

- (1) Variable Interest Rate or Graduated Payment loans;
- (2) Escrow impound changes or advances;
- (3) Costs, fees and reimbursements provided for under the loan documents that may be assessed to the account.

9) CMI will not discontinue the pending collection (and/or foreclosure, if applicable), until Borrower's account is current.

10) If you file for bankruptcy at any time during term of this agreement, please notify CMI immediately as it may affect the terms of this stipulated agreement.

11) All money paid to CMI during the term of this agreement must be in *certified funds*.

12) All payments under this agreement are due on or before the due dates. There is no grace period under the plan for any payments.

13) Funds applied during the course of this plan will be applied as most delinquent installments first, until the loan is contractually current, then fees and costs as broken down above.

Loan No: [REDACTED]
CitiMortgage, Inc.

Jami W. [REDACTED] Date
Loss Mitigation Specialist

I/we agree to all terms as set forth in this agreement:

Borrower: [REDACTED] Date

Co-Borrower: [REDACTED] Date

cc: File_

