

**KEEP YOU STAY IN YOUR HOME.**



*You may be able to make your payments more affordable.  
Act now to get the help you need!*



[Redacted]

Date: November 7, 2012  
Loan #: [Redacted]  
Property Address: [Redacted]

Dear [Redacted]

Congratulations! By entering into a Home Affordable Modification Trial Period Plan you have taken the first step toward making your payment more affordable.

After a review of your financial information and current level of debt, you are required to work with a HUD-approved housing counseling agency as a condition of being offered a Trial Period Plan. The service provided by the housing counseling agency is **FREE**. Your counselor will work with you to create a household budget and develop an action plan to reduce your household debts. You can also count on your housing counselor to provide you with support during the loan modification process.

Your next step is to choose from the following housing counseling options:

- A. Select a HUD approved housing counseling agency by going to this website address: <http://www.hud.gov/offices/hsg/sfh/hcc/fc/>. The available agencies are listed by state and can provide you with either in-person counseling or counseling by phone.
- B. Or, select counseling by phone through the HOPE Hotline by calling 1-888-995-HOPE. This is an on-demand counseling service that is available 24-hours a day/7-days a week. The HOPE Hotline is available in Spanish or English (other languages are available on request).

Whichever option you select, the housing counseling services will be made available at **NO COST TO YOU**. Remember, it is **your responsibility** to contact one of these counseling agencies. It is also a requirement of your Trial Period Plan.

If you have questions about this requirement, please call the phone number below.

Sincerely,

**Shuntay Palmer**  
Home Preservation Specialist  
952-562-1268  
America's Servicing Company

The Home Affordable program was created to help millions of homeowners who are unable to modify their mortgages. As part of this program, your mortgage servicer and the federal government are providing you options to help you stay in your home.

[Redacted]

**KEEP YOU STAY IN YOUR HOME.**



Loan No.: [REDACTED]

**Requirements to avoid foreclosure during the HAMP Trial Period**

November 7, 2012

[REDACTED]

Subject: Important information about your HAMP trial period

Dear [REDACTED]

**You have qualified for HAMP, and will enter a "trial period"**

Before your loan can be modified, you will need to successfully complete the trial period plan by making all trial payments on the dates they're due and meeting all other requirements. The Trial Period Plan Notice explains how the trial period works, and what your new trial payment amount will be. This amount will temporarily replace your current mortgage payment during the trial period. To accept the terms of the Trial Period Plan, all you need to do is send us your first trial payment by the specified due date. It is important that you work to provide the necessary payments very quickly so a modification can be completed before foreclosure proceedings have progressed too far.

**If you don't comply with trial period terms,** we will send you a Non-Approval notice. Examples of not meeting the terms of the Trial Period Plan include not making your payments on time, or not sending us the required documents.

**We have other options that may help you avoid foreclosure**

If you cannot afford to make your trial payments, or if you decide to leave your home, please contact us as soon as possible to explore other ways to avoid a foreclosure.

**Get help if you have questions**

We want to help you if we can. If you have any questions about the foreclosure process or your HAMP trial period, please call the phone number below.

If you have questions about the legal consequences of foreclosure, please contact an attorney or housing counselor for assistance. You can also call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). They offer free HUD-certified counseling services in English and Spanish, and can help answer any questions you have.

**During the HAMP trial period:**

- The foreclosure process will be halted and foreclosure sale will not be scheduled as long as you:
  - Comply with the terms of the trial period plan and make all your payments on time
  - Communicate actively with your home preservation specialist

**Failure to qualify for HAMP or comply with the requirements of the HAMP evaluation or Trial Period will result in a HAMP non-approval:**

- You may be granted a 30 day grace period to review your Non-Approval Notice.
- During this period, we may continue with pending foreclosure action, but a foreclosure sale will not be conducted and you will not lose your home.

*\*The decision to stop the foreclosure process or sale is made by the investor*

[REDACTED]

[REDACTED]

[REDACTED]

Sincerely,

**Shuntay Palmer**  
**Home Preservation Specialist**  
**952-562-1268**  
**America's Servicing Company**

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has a security interest in the property and will only exercise its rights as against the property.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

With respect to loans located in the State of California, the state Rosenthal Fair Debt Collection Practices ACT and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats or violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collections activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

*www.yourfasttrack.org*  
*www.amerihopealliance.com*  
*Property of*  
*Amerihope Alliance*  
*Legal Services*



**HELPING YOU STAY IN YOUR HOME.**



You may be able to make your payments more affordable  
Call 952-562-1268 for immediate assistance

[Redacted]

Loan No.: [Redacted]

Dear [Redacted]

**Congratulations!** You are approved to enter into a Trial Period Plan under the federal government's Home Affordable Modification Program. This is the first step toward qualifying for more affordable mortgage payments. Please read this letter so that you understand all the steps you need to take to modify your mortgage payments.

**What you need to do...**

To accept this offer please call me at the phone number listed below no later than 14 calendar days from the date listed at the top of this letter or send in your first monthly trial period payment instead of your normal monthly mortgage payment. If you do not contact me within 14 days or send in your monthly payment by the due date, you will no longer be eligible for this offer. During the 14 day period (when your application is pending) the foreclosure process will not move forward. Send your monthly trial period payments instead of your normal monthly mortgage payments as follows:

- 1<sup>st</sup> payment: \$3,436.75 by December 1, 2012
- 2<sup>nd</sup> payment: \$3,436.75 by January 1, 2013
- 3<sup>rd</sup> payment: \$3,436.75 by February 1, 2013

If you do not call to accept the offer within 14 days or send in your first payment by the due date, the foreclosure process will move forward. We will continue to work with you to help you avoid a foreclosure sale. However, please understand that if you have not yet been referred to foreclosure, that process could begin at any time. If your mortgage has been referred to foreclosure, as part of the foreclosure process, you may receive notices from a third-party attorney delivered by mail, or see steps being taken to proceed with a foreclosure sale of your home. During the HAMP Trial period, a foreclosure sale will not be held as long as you comply with the terms of the trial period plan and make all your payments on time.

After all trial period payments are timely made and you have submitted all the required documents, your mortgage may be permanently modified. However, if you are in active bankruptcy any conversion to a permanent modification is conditioned on obtaining the bankruptcy court's approval to modify the mortgage or release of the mortgage from inclusion in the bankruptcy. (Your existing loan and loan requirements remain in effect and unchanged during the trial period.) **If each payment is not received by America's Servicing Company in the month in which it is due, this offer will end and your loan will not be modified under the terms described in this offer.**

If you have any questions or if you cannot afford the trial period payments shown above but want to keep your property, or if you have decided to leave your property but still want to avoid foreclosure, please call us at 952-562-1268 as we may be able to help you. (Also, please review the attached "Frequently Asked Questions")



Sincerely,

**Shuntay Palmer**  
**Home Preservation Specialist**  
**952-562-1268**  
**America's Servicing Company**

**Get free counseling to help manage expenses and avoid foreclosure.** Reach out to a local HUD-approved, non-profit housing counseling agency if you're struggling to keep up with monthly expenses, or want help to avoid foreclosure. At no cost, a counselor will work closely with you, providing the information and assistance you need. To find an agency near you, go to [www.hud.gov/offices/hsg/sfh/hcc/fc](http://www.hud.gov/offices/hsg/sfh/hcc/fc). Or call 1-800-569-4287.

Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo Home Mortgage.

Attachments: (1) Frequently Asked Questions; (2) Additional Trial Period Plan Information and Legal Notices; (3) Trial Period Plan Notice (Verified Income)

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has a security interest in the property and will only exercise its rights against the property.

With respect to those loans located in the State of California, the state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

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NMLSR ID 399801



The Making Home Affordable Program was created to help millions of homeowners refinance or modify their mortgages. As part of this program, we - your mortgage servicer - and the Federal Government are working to offer you options to help you stay in your home.

Trial Period Plan Notice (Verified Income)

Page

www.amerihomepros.com  
Amerihome Pros  
Legal Services

## FREQUENTLY ASKED QUESTIONS

Get the answers you need to some of the most common questions.

**Q. What else should I know about this offer?**

- To accept this offer you must call no later than 14 calendar days from the date listed at the top of this letter.
- If you make your new payments timely, we will **not conduct a foreclosure sale.**
- You will not be charged any fees for this Trial Period Plan or a permanent modification.
- If your loan is modified, we will waive all unpaid late charges.
- Your credit score may be adversely affected by accepting a Trial Period Plan. The impact of a permanent modification on a credit score depends on the homeowner's entire credit profile. When you become past due on your mortgage payments, it's important to understand that the actions you take to correct the situation can affect your credit score. If you choose a loan modification, your credit score could be negatively impacted during the trial period plan, but it may not be as impacted as an ongoing series of late payments or foreclosure. During that process, we are required to continue to report the delinquency status of your loan to the credit reporting agencies as "paying under a partial or modified payment agreement". When you are approved for a permanent loan modification, the modification process is complete and is recorded on your credit report as "loan modified" as long as you make your permanently modified payments on time. Keep in mind that the degree of impact to your credit score depends on your overall credit circumstances and is different for each individual. If your loan is involved in or has been released from the bankruptcy case, we would follow all state and federal requirements for credit reporting. For more information about your credit score, go to <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>.
- You may be required to attend credit counseling.

**Q. Why is there a trial period?**

The trial period offers you immediate payment relief and gives you time to make sure you can manage the lower monthly mortgage payment. The trial period is temporary, and your existing loan and loan requirements remain in effect and unchanged during the trial period.

**Q. How was my new payment in the trial period determined?**

Your trial period payment is approximately 31% of your total monthly gross income, which we determined to be **\$11,167.00** based on the income documentation you provided. If the loan is successfully modified, your new payment will also be based on 31% of your gross income. In addition, if your existing payment includes mortgage insurance premiums, this amount will also be added to your payment. If we were able to permanently modify your loan today, we estimate your modified interest rate would be **2.000%**. Your final modified interest rate may be different.

The modified payment should be sufficient to pay the principal and interest as well as property taxes, insurance premiums and other permissible escrow fees based on our recent analysis of these costs. Your modified monthly payment may change if your property taxes and insurance premiums change. If you did not have an escrow account before, the timing of your tax and insurance bills may require that you make a payment to cover any such bills when they come due. This is known as an escrow shortage. Your loan has an escrow shortage of **\$8,435.40**; this can either be paid in a lump sum when the loan is modified or over the next **60** months in an amount of **\$140.59** per month in addition to your modified monthly mortgage payment. If you wish to pay the total shortage as a lump sum, please contact us at **952-562-1268**.

**Q. When will I know if my loan can be modified permanently and how will the modified loan balance be determined?**

Once you make all of your trial period payments on time, we will send you a modification agreement detailing the terms of the modified loan. Any difference between the amount of the trial period payments and your regular mortgage payments will be added to the balance of your loan along with any other past due amounts as permitted by your loan documents. While this will increase the total amount that you owe, it should not significantly change the amount of your modified mortgage payment as that is determined based on your total monthly gross income, not your loan balance.

**Q. Are there incentives that I may qualify for if I am current with my new payments?**

Once your loan is modified, you can earn a pay-for-success incentive for every month that you make on-time payments beginning with the trial period payments. Depending on your modified monthly payment, you may accrue up to \$1,000 each year for five years for a maximum of \$5,000. This important benefit, which will be applied to your principal balance each year after the anniversary date of your first trial period payment due date, will help you earn equity in your home by reducing the amount that you owe. However, you must remain current on your loan. You will lose this benefit if your modified loan loses good standing, which means that the equivalent of three full monthly payments are due and unpaid on the last day of any month, at any time during this five year period. If you lose this benefit, you will lose all accrued, unapplied incentive payments.

**Q. Will my interest rate and principal and interest payment be fixed after my loan is permanently modified?**

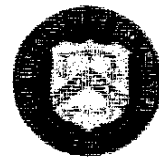
Once your loan is modified, your interest rate and monthly principal and interest payment will be fixed for the life of your mortgage unless your initial modified interest rate is below current market interest rates. In that case, the below market interest rate will be fixed for five years. At the end of the fifth year, your interest rate may increase by 1% per year until it reaches a cap. The cap will equal the market rate of interest being charged by mortgage lenders on the day your modification agreement is prepared (the Freddie Mac Primary Mortgage Market Survey® rate for 30-year fixed-rate conforming mortgages). Once your interest rate reaches the cap, it will be fixed for the remaining life of your loan. Your new monthly payment will include an escrow for property taxes, hazard insurance and other escrowed expenses. If the cost of your homeowners insurance, property tax assessment or other escrowed expenses increases, your monthly payment will increase as well.

**Q. What if I have other questions about Home Affordable Modification that cannot be answered by my mortgage servicer?**

Call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). This Hotline can help with questions about the program and offers access to free HUD-certified counseling services in English and Spanish.

**Q. What if I am aware of fraud, waste, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program?**

Please contact SIGTARP at 1.877.SIG.2009 (toll-free), 202.622.4559 (fax) or [www.sigtarp.gov](http://www.sigtarp.gov) and provide them with your name, our name as your servicer, your property address, loan number and reason for escalation. Mail can be sent to: Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L Street NW, Washington, DC 20220.



IMPORTANT PROGRAM INFO

Here's additional information you need to know about the Home Affordable Modification Program.

**Additional Trial Period Plan Information and Legal Notices**

Trial Period Plan Notice (Verified Income)

Page 4 of



The terms of your Trial Period Plan below are effective on the day you make your first trial period payment, provided you have paid it on or before **December 1, 2012**. You and we agree that:

**We will not proceed to the foreclosure sale during the trial period, provided you are complying with the terms of the Trial Period Plan:**

- Any pending foreclosure action or proceeding that has been suspended may be resumed if you are notified in writing that you failed to comply with the terms of the Trial Period Plan or do not qualify for a permanent modification.
- You agree that the servicer will hold the trial period payments in an account until sufficient funds are in the account to pay your oldest delinquent monthly payment. You also agree that the servicer will not pay your interest on the amounts held in the account. If any money is left in this account at the end of the Trial Period Plan, those funds will be deducted from amounts that would otherwise be added to your modified principal balance.
- The servicer's acceptance and posting of your new payment during the trial period will not be deemed a waiver of the acceleration of your loan (or foreclosure actions) and related activities, and shall not constitute a cure of your default under your loan unless such payments are sufficient to completely cure your entire default under your loan.

**If your monthly payment did not include escrows for taxes and insurance, you are now required to do so:**

- You agree that any prior waiver that allowed you to pay directly for taxes and insurance is revoked. You agree to establish an escrow account and to pay required escrows into that account.

**Your current loan documents remain in effect; however, you may make the trial period payment instead of the payment required under your loan documents:**

- You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms; and that nothing in the Trial Period Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.



**Important Information About Your Trial Period Plan****Important escrow information:**

- If you are approved for and accept a trial payment plan under the Home Affordable Modification Program, you will be required to maintain or establish an escrow account to pay your future property taxes, and insurance premiums which will remain on your account for the life of the loan. Until then, please continue to pay any tax or insurance bills you have previously been responsible for paying.
- If delinquent property taxes or insurance premiums are discovered during our review of your financial situation, we will make those payments including all interest and penalties. We will then establish an escrow account or adjust your existing account for payment of past due and future amounts.
- Any insurance and/or tax item that is paid through homeowner's association dues will remain non-escrowed.

**Important payment information:**

- If your payments are being electronically withdrawn, whether by us or any other provider, it is your responsibility to have withdrawals stopped if and when it is appropriate, but this would most likely be when you move from your current payment to a trial period payment.
- If you need America's Servicing Company to cancel your withdrawals, please call us at 800-842-7654 (Monday-Friday 7:00 a.m. to 5:00 p.m. Central Time) at least 5 business days prior to the date you wish to have the withdrawals stopped.
- If you would like to use our Easy Pay process to make your trial period payments by phone, please contact us at 877-222-7875.

Note: You will receive a form to re-start automatic, on-going electronic withdrawals when your loan is formally modified at the end of your trial period.

**\*\*Please see payment coupons attached for your convenience\*\***

[Redacted]

**Loan Number:** [Redacted]  
**Payment Amount Due:** 3,436.75  
**Payment Due Date:** December 1, 2012

America's Servicing Company  
Suite L-2-200  
1200 West 7<sup>th</sup> Street  
Los Angeles, CA 90017

[Redacted]

**Loan Number:** [Redacted]  
**Payment Amount Due:** 3,436.75  
**Payment Due Date:** January 1, 2013

America's Servicing Company  
Suite L-2-200  
1200 West 7<sup>th</sup> Street  
Los Angeles, CA 90017

[Redacted]

**Loan Number:** [Redacted]  
**Payment Amount Due:** 3,436.75  
**Payment Due Date:** February 1, 2013

America's Servicing Company  
Suite L-2-200  
1200 West 7<sup>th</sup> Street  
Los Angeles, CA 90017

[Redacted]

www.yourbestmod.com  
www.amerihopealliance.com  
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Legal Services