APPROVED

You could receive principal reduction in the amount of $90,294.65, and a low monthly payment of approximately $3,958.11.*

Accept this trial loan modification offer today by making your first trial period payment.

May 23, 2012

[redacted]

WESTWOOD, NJ 07675

Dea[redacted] **Loan Number:** [redacted]

We are pleased to tell you that **you are approved to start a Trial Period Plan** for the new modification program recently introduced as a result of the U.S. Department of Justice and State Attorneys General global settlement with major mortgage servicers, including Bank of America, N.A. **This modification program includes significant principal reduction and an affordable monthly payment.**

If you complete this Trial Period Plan by making all payments as outlined below, any past due late fees will be waived, interest and advances that we paid on your behalf will be added to your principal balance, and **your loan will be brought up to date.** We will then **permanently reduce your principal balance by the amount of $90,294.65.***

What you need to do

Please read this letter and the enclosed Frequently Asked Questions so that you understand all the steps you need to take to permanently modify your mortgage, starting with making your first trial period payment.

To accept this offer, you must make your first Trial Period Plan payment by 07/01/2012. Instead of your normal monthly mortgage payments, you must pay the exact amount of your Trial Period Plan payments. In order to receive your permanent modification it is very important that you make payments on time.

Send in your monthly Trial Period Plan payments — instead of your normal monthly mortgage payments — as follows:

Trial Period Plan

- 1st payment: $3,958.11 by 07/01/2012
- 2nd payment: $3,958.11 by 08/01/2012
- 3rd payment: $3,958.11 by 09/01/2012

You may have two ways to make your mortgage payments. To pay by mail, use the payment coupons included in this package. To pay by phone, please call us at 1.800.669.6650 and we can deduct your payment directly from your checking account, if applicable. (There are no fees to make your payment by phone during the trial period.)

After you make all trial period payments on time, and if you continue to meet all of the eligibility requirements of this modification program, your mortgage will be permanently modified. **Please pay on time and in the right amount, or you may no longer be eligible for a loan modification.** If your last trial period payment is made after the 3rd day of the month in which it is due, we may extend your Trial Period Plan by an extra month. Please continue to make payments in the amount noted in your Trial Period Plan until you receive your permanent modification documents from us.

Please note: Because we would be forgiving a portion of your loan, we are required under federal law to report this debt reduction to the Internal Revenue Service (IRS) as possible taxable income to you. Please consult your own tax advisor to determine whether you may be able to exclude the debt reduction from income.

If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for information purposes only and is not an attempt to impose personal liability for the debt.

If you have a question, please call 1.800.669.6650.

We are glad you have been approved for a Trial Period Plan offer. Start today by making your first trial period payment.

LEANNA JAMES
Home Loan Team
Bank of America, N.A.

Enclosures: (1) Frequently Asked Questions (2) Additional Trial Period Plan Information and Legal Notices (3) Payment Coupons

***Please note the amount(s) shown are estimates only based on the current status of your loan. Additional payment or advance activity during the trial plan period may result in changes to these estimates. Once you successfully complete your Trial Period Plan payments, you will receive a permanent modification agreement that includes specific amounts and terms.**

www.AmerhopeAlliance.com
Legal Services
AmerhopeAlliance.com

www.homeowner Legal Services Alliance.com

Frequently Asked Questions

Q. Why am I receiving this offer now?
The U.S. Department of Justice and certain State Attorneys General have announced terms of a settlement with the largest mortgage servicers, including Bank of America, N.A. This settlement addresses claims based on allegations about foreclosure, loan modification, and loss mitigation practices. As part of that settlement, Bank of America, N.A. has agreed to develop this new modification program that allows us to offer substantial principal reduction savings to customers who qualify. You are receiving this offer to enter into a Trial Period Plan because your loan met the qualifications of this new program.

Q. I was in evaluation for another modification program when I received this offer. Am I still being evaluated for that program?
You were selected for this trial program because it is the most beneficial to you based on your current financial situation. Any other foreclosure alternative we could offer you at this time, such as a short sale or deed in lieu of foreclosure, would require you to leave your home. If you don't believe you can afford the modification we are offering, and would like to discuss these alternative options, please call us at 1.800.669.6650.

Q. Will I owe taxes on the amount forgiven?
This varies based on your personal situation. Because we are forgiving a portion of your loan, we are required under federal law to report this debt reduction to the Internal Revenue Service (IRS) as possible taxable income to you. Please consult your own tax advisor to determine whether you may be able to exclude the debt reduction from income. You can also find useful information at www.irs.gov (search: mortgage forgiveness).

Q. I was previously declined for a modification program. Why am I receiving this offer?
This is a new modification program. We reevaluated your situation and determined that you qualify to participate in this new program.

Q. What is a Trial Period Plan?
A Trial Period Plan sets your trial payments at an amount that we estimate your permanent modification payment will be, and allows you to show you can make modified payments in full and on time. If you do not make these payments, we will assume that the modification will not suit your needs and your loan will not be modified.

Your existing loan terms will remain in effect and unchanged during the Trial Period Plan and you will continue to receive monthly statements that will show the payment amount based on your existing home loan agreement. However, please pay only the new Trial Period Plan payment amount instead of your regular payment amount until you hear from us about a permanent home loan modification.

Q. How was my new payment in the trial period determined?
Your loan was evaluated for all the available modification programs to find the program that benefits you the most. Your Trial Period Plan payment is an estimate of what your payments would be if you complete your trial period and enter into a permanent home loan modification. If the property is your primary residence, your Trial Period Plan payment was based on your total gross monthly income. If the property is an investment property or second home, your trial period payment is based on actual or anticipated rental cash flow. Please be aware that this is just an estimate and could change based on payment and advance activity that occurs during the Trial Period. Final specific terms will be included in your permanent Modification Agreement, but we don't expect the amount of your payment to change significantly from the Trial Payment.

If you do not already have an escrow account to pay your property taxes and insurance, you may be required to have one as part of the modification of your loan. Any previous escrow waivers no longer apply.

Q. Will my interest rate and principal and interest payment be fixed after my loan is permanently modified?
If your loan is modified, your interest rate and monthly principal and interest payment will be fixed for the life of your loan, 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 changes, your monthly payment will change as well.

Q. What happens if I have a Borrowers Protection Plan®?
If you have Borrowers Protection Plan with your mortgage, and if you complete this Trial Period Plan and receive a permanent modification, your Borrowers Protection Plan will remain on your modified loan. If your Plan remains in place, your monthly fee for the Plan and the amount of any benefits under the Plan will be adjusted according to your new modified loan payment amount. However, the Plan will not remain in place if you notify us of your request to cancel or your Borrowers Protection Plan has already been cancelled or terminated in accordance with its terms. You may cancel your Borrowers Protection Plan at any time by calling 1.866.554.2676. If you notify us of your request to cancel your Borrowers Protection Plan within the 60 days after the date your permanent modification becomes effective, you will receive a refund of any Borrowers Protection Plan fees you pay with respect to any period after that effective date.

For details of your plan, please refer to the Borrowers Protection Plan Addendum you received when you closed your loan or call us at 1.866.554.2676. After reviewing your plan, if you find that you have experienced a qualifying event that may be eligible for benefits under Borrowers Protection Plan, please call us promptly at 1.866.317.5116.

Q. What happens if I have other optional products or credit insurance?
After your loan closed, if you purchased an optional product such as accidental death insurance or Privacy Assist, where you agreed to have the cost for the optional product added to your mortgage payment, please call us at 1.800.641.5298 to discuss the choices you may have.

If you have credit insurance, please call us at 1.800.288.7647 to discuss your credit insurance plan.

Q. How will I know if my loan will be modified?
We will contact you in writing about the status of your permanent loan modification. You must continue to meet all of the program eligibility requirements, make all of your Trial Period Plan payments on time and return any additional documents that we may require in order to receive a modification.

Q. What if I made all my required Trial Period Plan payments, but Bank of America, N.A. has not notified me about my permanent loan modification?
Please continue to make payments in the trial payment amount until you are notified about the status of your home loan modification. Due to the large volume of applications we are receiving, there may be a delay in your notification. Payments can be made over the phone or to the same address on the payment coupons:

Bank of America, N.A.
P.O. Box 660833
Dallas, TX 75266-0833

Q. What else should I know about this offer?

- If you make your trial payments on time each month, **we will not conduct a foreclosure sale.**
- If your mortgage is modified under this program, we will waive any late charges assessed during the trial period. Also, we do not charge fees for the modification.
- We will continue to report to credit reporting agencies the status of your loan as well as your entry into a Trial Period Plan, in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association. In addition, your loan will be reported as paying under a partial or modified payment plan during the trial period. **Credit reporting agencies generally consider entering into a plan with reduced payments as an increased credit risk. As a result, entering into a Trial Period Plan may adversely affect your credit score, particularly if you are current on your mortgage or otherwise have a good credit score.** Visit ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm for more information about your credit.

Q. I have another loan on this property. Is that loan also eligible for this same modification program?
We are continuing to evaluate other loans, including second liens, under all available modification programs. If you are eligible for a modification on any other home loans that we service, we will contact you in writing.

www.AmerinopeAlliance.com
Legal Services Alliance

www.AmerihopeLegalServicesAlliance.com

Additional Trial Period Plan Information and Legal Notices

The following terms of your Trial Period Plan take effect on the day you make your first trial period payment, but only if we receive that first payment on or before 07/01/2012. You and we also agree as follows:

Bank of America, N.A. will not proceed to foreclosure sale during the trial period if you are complying with the terms of the Trial Period Plan.

If your loan was previously referred to foreclosure that is pending before a court while we were evaluating your eligibility for this program, we have asked the court to suspend any scheduled foreclosure sale. In addition, if you make your first trial period payment on time, we will ask the court to suspend the foreclosure process. If you do not comply with the terms of the Trial Period Plan and you do not qualify for other alternatives, your loan will be serviced according to its original terms, which could include foreclosure.

Do not ignore any foreclosure notices. To protect your rights under applicable foreclosure law, you may need to respond to foreclosure notices or take other actions. If you have any questions about our foreclosure process and the evaluation of your loan, please call us.

During the trial period, we may accept your trial period payments and apply them to your account, but that will not affect foreclosure proceedings that have already started.

We may accept and apply your new payment during the Trial Period Plan. However, this does not waive our acceleration of your loan (i.e., when we tell you that your entire loan amount is now due and payable) or waive the foreclosure action and related activities, and does not cure your loan default unless such payments brings your loan completely up to date.

You agree that Bank of America, N.A. will hold each of your trial period payments that you make in a non-interest bearing account. Once there are enough funds in that account to make your full mortgage payment, we will apply the funds to your loan account to make that payment. At the end of your trial period, there may be funds left in that account because there is not enough to make a full mortgage payment. If so, we will apply those funds to your unpaid principal balance when we permanently modify your loan.

If your monthly payment did not include escrows for taxes and insurance, you may now be required to have such escrows.

If an escrow for taxes and insurance is required, you revoke any prior waiver that allowed you to pay directly for taxes and/or insurance and/or any other permissible escrow fees. You agree to establish any required escrow account and to pay required escrows into that account.

Although your current loan documents or previously modified terms remain in effect, you must make the Trial Period Plan payments instead of the payments required under your loan documents or previous modification.

Your current mortgage note and security instrument, and any previous loan modification (if any), remain in full force and effect. Nothing in the Trial Period Plan satisfies or releases any obligations in those loan documents.

If you have mortgage insurance on your loan, and if the modified principal balance of your mortgage exceeds the original principal balance, your mortgage insurance premiums may increase, causing your payment to go up. Furthermore, the date on which you may request cancelation of the mortgage insurance may change. For loans on single-family primary residences, federal law allows you to request that mortgage insurance be canceled on either:

- The date the principal balance on your loan is scheduled to reach 80% of the original value of the property; or
- The date the principal balance is reduced to 80% of the original value of the property based on actual payments.

State law or investor guidelines may also allow for the cancelation of mortgage insurance at different times or if your loan is secured by a 2-4 unit property. Please call 1.800.669.6650 if you have questions about mortgage insurance.

By participating in this trial period, you understand and consent to the disclosure of your personal information and the terms of any Modification Agreement by Bank of America, N.A.to (a) governmental authorities, including the U.S. Department of the Treasury and Department of Justice, and their agents in connection with the global settlement, (b) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services your first lien or subordinate lien (if applicable) mortgage loan(s); (c) companies that perform support services in conjunction with this modification and (d) any HUD-certified housing counselor.

Additionally, by making your first trial period payment, you confirm your agreement to accept this offer in lieu of consideration for other modification programs, including the federal government's Home Affordable Modification Program (HAMP).