



Lissette German <lissetteg@yourfastmod.org>

successful loan modification

3 messages

Lissette German <lissetteg@yourfastmod.org>

Thu, Jul 23, 2009 at 4:12 PM

To: office@amerihopealliance.com

1. CITI mortgage
2. FL
3. Borrower is current, interest rate 7.99 fixed, PITI \$ 4618.33
4. three month trial plan for \$2686.47 starting August 1, 2009. Savings a month is \$1931.86
5. Artilles, Vicente/ Nelson

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Lissette C. German
Loss Mitigator
Home Retention Processing
7501 NW 4th Street Suite 203
Plantation, Florida 33317
866.558-2408 #426 (toll free)
954-318-7082(direct facsimile)
lissetteg@yourfastmod.org

Wondering how we're progressing on your behalf?
We provide 24/7 online access!
http://www.yourfastmod.org/Your_Loan_Status.html

Ruth Gross <ruthg@amerihopealliance.com>

Thu, Jul 23, 2009 at 4:21 PM

To: Lissette German <lissetteg@yourfastmod.org>

WOW!!! I want one of those!!!

[Quoted text hidden]

--

Ruth Gross
Compliance Managaer
AmeriHOPE Alliance, Inc.
7501 NW 4th Street Suite 203
Plantation, Florida 33317
Direct: 877-882-5338 ext. 231
Fax: 954-862-3069
ruthg@amerihopealliance.com
www.amerihopealliance.com

Your lender has a loss mitigation department, shouldn't you?

David Ramos <davidr@amerihopealliance.com>

Thu, Jul 23, 2009 at 4:55 PM

To: Lissette German <lissetteg@yourfastmod.org>

wOW

On Thu, Jul 23, 2009 at 4:12 PM, Lissette German <lissetteg@yourfastmod.org> wrote:

[Quoted text hidden]

HELPING YOU STAY IN YOUR HOME.

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

Investor Loan #: 0771550852

HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN (Step One of Two-Step Documentation Process)

Trial Period Plan Effective Date (Beginning of Trial Period): 10 | 1 | 09

Borrower ("I"): [REDACTED]

Lender ("Lender"): CitiMortgage, Inc.

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 6 | 21 | 07

Loan Number: [REDACTED]

Property Address ("Property"): [REDACTED]

City: [REDACTED]

State: FL

Zip: [REDACTED]

If I am in compliance with this Trial Period Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Lender will provide me with a Home Affordable Modification Agreement ("Modification Agreement"), as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

1. My Representations. I certify, represent to Lender and agree:

- A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I am providing or already have provided documentation for all income that I receive (and I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);
- E. Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- F. If Lender requires me to obtain credit counseling, I will do so.

If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Citi never sleepsSM



Trial Period Plan

2. **The Trial Period Plan.** On or before each of the following due dates, I will pay the Lender the amount set forth below ("Trial Period Payment"), which includes payment for Escrow Items, including real estate taxes, insurance premiums and other fees, if any, of U.S. \$2686.47

Trial Period Payment #	Trial Period Payment	Due Date On or Before		
1	\$ 2686.47	10	1	09
2	\$ 2686.47	11	1	09
3	\$ 2686.47	12	1	09
4	\$ NA	NA	NA	NA

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period (the "Trial Period") commencing on the Trial Period Effective Date and ending on the earlier of: (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Plan;
- B. Except as set forth in Section 2.C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by applicable law;
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the lender may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E. When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents;
- F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and
- G. I understand that the Plan is not a modification of the Loan Documents and that the Loan Documents will not be modified unless and until (i) I meet all of the conditions required for modification, (ii) I receive a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Plan. If under the Lender's procedures a title endorsement or subordination agreements are required to ensure that the modified mortgage loan retains its first lien position and is fully enforceable, I understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents or to execute the Modification Agreement if the Lender has not received an acceptable title endorsement and/or subordination agreements from other lien holders, as Lender determines necessary.



Trial Period Plan

- 3. The Modification.** I understand that once Lender is able to determine the final amounts of unpaid interest and any other delinquent amounts (except late charges) to be added to my loan balance and after deducting from my loan balance any remaining money held at the end of the Trial Period under Section 2.D. above, the Lender will determine the new payment amount. If I comply with the requirements in Section 2 and my representations in Section 1 continue to be true in all material respects, the Lender will send me a Modification Agreement for my signature which will modify my Loan Documents as necessary to reflect this new payment amount and waive any unpaid late charges accrued to date. If the Loan Documents provide that the note and mortgage may be assumed by a transferee of an interest in the property, the Modification Agreement will provide that, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. Upon execution of a Modification Agreement by the Lender and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Lender and me for the remaining term of the loan.
- 4. Additional Agreements. I agree to the following:**
- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Plan, unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
 - B. To comply, except to the extent that they are modified by this Plan, with all covenants, agreements, and requirements of Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my loan.
 - C. That this Plan constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account. If the Loan Documents do not currently have Escrow Account provisions, such Escrow Account provisions, including such provisions as determined necessary to conform the Loan Documents to industry standards, shall be added in the Modification Agreement.
 - D. That all terms and provisions of the Loan Documents remain in full force and effect; nothing in this 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. The Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.
 - E. Intentionally blank.
 - F. That Lender will collect and record personal information such as my name, address, telephone number, social security number, credit score, income, payment history, and information about account balances and activity. I understand and consent to the disclosure of my personal information by Lender to the U.S. Department of Treasury, Fannie Mae and Freddie Mac in connection with the Home Affordable Modification program.

In Witness Whereof, the Lender and I have executed this Plan.

Lender

Borrower

(Seal)

By

Date

Date

Borrower

(Seal)

Date



INTERIM FORBEARANCE AGREEMENT

Effective Date: [REDACTED]
Borrower ("Borrower") [REDACTED]
Lender ("Lender") [REDACTED]
Date of First Lien [REDACTED]
Loan Number ("Loan") [REDACTED]
Property Address [REDACTED]

The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined herein have the meaning given to them in the Loan Documents. For purposes of this document, words signifying the singular shall include the plural and vice versa, as appropriate.

This Interim Forbearance Agreement is granted to Borrower during the review by Lender of Borrower's eligibility for a Trial Period Plan (the "Trial Plan") under the Federal Government's Home Affordable Modification Program. The Trial Plan is a preliminary step to entering into a modification agreement under such Program.

Lender agrees to suspend all collection activity, including any scheduled foreclosure sale of the Property, for seventy-five (75) days from the Effective Date or the execution of the Trial Plan, whichever date is sooner, subject to the following conditions:

- i) Borrower provides the documents and satisfies all other obligations in connection with processing a Trial Plan; and
- ii) Borrower makes the payments which are due pending completion of the processing of the Trial Plan.

During the term of this Interim Forbearance Agreement Lender agrees to hold the payments received pending execution of the Trial Plan in a non-interest bearing account until execution of Trial Plan, or, when unapplied payments held total an amount that is enough to pay Borrower's oldest delinquent monthly payment under my Loan Documents in full, apply the payment. If the Lender accepts and/or posts a payment prior to execution of the Trial Plan, it will be without prejudice to, and will not be deemed a waiver of the acceleration of the loan or foreclosure action and related activities, and shall not constitute a cure of Borrower's default under the Loan Documents, unless such payments are sufficient to completely cure Borrower's entire default under the Loan Documents.

This Interim Forbearance Agreement shall immediately terminate and be of no further force or effect on the earlier of seventy-five (75) days from the Effective Date or if and when Lender and Borrower execute a Trial Plan, which Trial Plan upon being effective shall in all respects replace this Interim Forbearance Agreement.

This Interim Forbearance Agreement may be terminated in accordance with notice given by Lender if Lender provides written notice that it has been determined that Borrower is not eligible for a Trial Plan or that processing of the Trial Plan is terminated for any reason whatsoever. In any such event, no further notice shall be required to effect termination of this Interim Forbearance Agreement.

If this Interim Forbearance Agreement is terminated, Lender may proceed with enforcement of any remedies or rights as may be provided under, and/or had been initiated under, the Loan Documents prior to this Interim Forbearance Agreement.

This Interim Forbearance Agreement is not a modification of the Loan Documents, but only an agreement to forbear by the Lender as provided herein. The terms and provisions of the Loan Documents remain in full force and effect; nothing in this Interim Forbearance Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents.

CitiMortgage, Inc.
Lender