

# GMAC Mortgage

12/23/2009

[Redacted]

CASTRO VALLEY CA 94552

Re: Loan Number [Redacted]

Property [Redacted]

CASTRO VALLEY CA 94552

Dear [Redacted]

This Repayment Agreement, ('Agreement'), Made 12/23/2009, (the 'Effective Date'), between [Redacted] and GMAC Mortgage, LLC, ('Lender') and amends and supplements (1) the Mortgage, Deed of Trust to Secure Debt, (the 'Security Instrument'), dated 4/26/2006 and (2) the promissory note ('Note') bearing the same date as , and secured by, the Security Instrument which covers the real and personal property described in the Security Instrument.

Borrower acknowledges that "Lender" is the legal holder and the owner, or agent\servicer for the legal holder and owner, of the Note and Security Instrument and further acknowledges that if "Lender" transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

In consideration for the mutual promises and agreements exchanged, the parties hereto agree as follows, (notwithstanding anything to the contrary in the Note or Security Instrument):

1. Payments must be received on or before the due date provided for in this Agreement or the Agreement will be null and void.
2. All payments must be mailed to:  
  
GMAC Mortgage, LLC  
Attn: Payment Processing Center  
3451 Hammond Avenue  
Waterloo, IA 50702
3. There presently remains an outstanding indebtedness to the "Lender" pursuant to a note (the 'Note') and mortgage (the 'Mortgage') or equivalent Security Instrument executed on 4/26/2006 in the original principal amount of \$695,900.00.

4. This Agreement, as well as any subsequent modification of your original Note and Mortgage, will require you to escrow for the payment of your real state taxes and/or the premiums for any required insurance coverage. Any prior waiver of escrows by the "Lender" is no longer in effect. "Lender" will draw on this escrowed funds to pay your real estate taxes and insurance premiums as they come due. Please note that your escrow amount will adjust if your taxes, insurance premiums and/or assessment amounts change, so the amount permitted by law. This means that your monthly payment

may change. Your initial monthly escrow payment will be \$739.09. This amount is included in the loan payment; you do not need to remit this amount separately.

5. You will be required to make 3 payments according to the following schedule.

| Date     | Amount:    |
|----------|------------|
| 2/1/2010 | \$ 2140.29 |
| 3/1/2010 | \$ 2140.29 |
| 4/1/2010 | \$ 2140.29 |

All payments remitted under this trial plan must be in the form of certified funds (cashier's check, money order, or Western Union Quick Collect)

- 6. Once all scheduled payments have been received, your situation will be reviewed to determine the best option for resolving the remaining delinquency.
- 7. If you file for bankruptcy protection, at any time during the period covered by this Agreement and the schedule of payments, this Agreement will be automatically voided.
- 8. We will honor this Agreement as long as all of the described conditions and requirements are met. If, at any time, you fail to comply with any of the provisions of this Agreement, this Agreement will be considered null and void and we will commence foreclosure.
- 9. If the Agreement is cancelled, terminated, or rescinded for any reason, all funds received will be applied to your loan and none will not be refunded.
- 10. It is expressly understood and agreed that the default is not cured or waived by acceptance of any monies paid hereunder.

If you should have any questions, please contact us at 1-800-850-4622.

Loan Modification Department

**Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose only.**

Please sign and return this Agreement by 2/1/2010.



12-30-09

Date

Date

Upon receipt of the trial plan, we will also execute indicate our concurrence with this agreement.

GMAC Mortgage, LLC

Date

Fax to: 1-866-340-5043