

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

In re:

Case No: 6:12-bk-

,

Debtor(s).

_____ /

MOTION FOR REFERRAL TO MORTGAGE MODIFICATION MEDIATION

The Debtor requests entry of an order referring the Debtor and _____
_____ whose mortgage lien encumbers Debtor's primary residence, to mortgage modification
mediation, and in support state:

1. The Debtor filed this Chapter 13 case in an attempt to retain their primary residence.
2. The Debtor would like to modify the terms of the mortgage encumbering their primary residence. The Debtors' income will allow them to contribute as much as 31 percent of their current gross income to payment of their modified mortgage debt.
3. Mediation pursuant to Local Rule 9019-2 will assist the parties in negotiation of a modification of the relevant mortgage.
4. Debtor will pay the \$350.00 mediation cost to the Chapter 13 Trustee prior to attending any scheduled mediation.

Wherefore, Debtors request the entry of an order referring this case to mediation and for
such other and further relief as this Court deems just and proper.

A true and correct copy of the foregoing has been sent by either electronic transmission
on the _____ day of _____, 2012 to: Laurie K. Weatherford, Trustee, PO Box
3450, Winter Park, FL 32790; Debtor; and to Wayne Spivak, Esquire, a/f BAC Home Loans,
Albertelli Law, 1234 Main Street, City, State, 12345; and to BAC Home Loans Servicing LP,
Attn. Lawrence J. Buckley, as Creditors' Authorized Agent, 400 National Way, Mail Stop CA6-
919-01-23.

/s/ Robert B. Branson
Law Office of Robert B. Branson
1501 East Concord Street

Orlando, FL 32803
(407) 894-6834
Robert B. Branson, Esquire
Florida Bar Number: 800988
John Raffaelli, Esquire
Florida Bar Number: 808008
Attorney for Debtor

[6ord25][MORTGAGE MODIFICATION MEDIATION ORDER]

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

In re:

Case No. 6: [REDACTED]
Chapter 13

[REDACTED]
[REDACTED]
W [REDACTED]

Debtor(s) /

MORTGAGE MODIFICATION MEDIATION ORDER

This case was considered by the Court on the debtor[s] Motion for Mortgage Modification Mediation (Doc. No. 17). Finding that the debtor[s] desire to retain their primary residence and have stated that they have sufficient income to justify mediation with the goal of modifying the current mortgage[s] encumbering their primary residence, it is:

ORDERED:

1. Creditor Representative. Within 14 days of the entry of this Order, the creditor, if unrepresented, shall file a designation on the record of the creditor's contact for this loan modification mediation, and supply debtor and debtor's counsel with the loan modification package.
2. Scheduling. Within 28 days of the entry of this order, counsel for debtor[s] or, if unrepresented, the debtor[s] shall coordinate the date, time, and place of the mediation at a mutually convenient time working directly with creditor[s]' counsel and the mediator.
3. Completion of Mediation within 90 Days. The debtor[s] and Wells Fargo Bank, NA are ordered to attend mediation to be scheduled within 60 days of the date of this order and completed within 90 days, unless agreed to by all parties.
4. Selection of Mediator. The parties shall select a qualified mediator from this Court's list of approved attorney mediators. A Notice of Scheduling Mediation shall be filed with the Court within 7 days of scheduling the mediation.
5. Court Selection of Mediator. If the parties are unable to agree or to secure a mediator within 28 days of the entry of this order, counsel for debtor[s] or debtor[s] shall, or the creditor[s]' counsel may, notify the Court, in writing, so that the Court can appoint an acceptable mediator.
6. Debtor[s]' Financial Documents. Counsel for debtor[s] or, if unrepresented, the debtor[s] shall, 28 days after entry of this order, provide debtor[s]' most current (within 30 days) financial information to Counsel for creditor[s] if applicable and as follows:
 - a. HAMP RMA Financial Disclosure;
 - b. Lender Specific Modification Form;
 - c. Last 2 months of pay stubs for all non-self-employed borrowers;
 - d. 6 month profit/loss statement from self-employed borrowers, typed, signed and dated on business letterhead;

- e. Benefit Statements (Social Security, Disability, Unemployment, Welfare, Pension Award Letter, etc.);
- f. Lease agreement (if claiming rental income), or contribution letter;
- g. Last 2 months of bank statements (all pages), personal and business, if applicable;
- h. Last 2 years of signed Tax Returns, personal and business, if applicable;
- i. IRS Form 4506-T;
- j. Current utility bill (with debtor[s]' name on it and property address);
- k. Homeowners' insurance quote/policy;
- l. Current tax assessment for property;
- m. Proof of HOA Dues;
- n. Hardship Letter, signed and dated;
- o. Schedule I;
- p. Schedule J;
- q. Chapter 13 Plan;
- r. Consent to Escrow, signed and dated;
- s. Dodd-Frank Form; and
- t. Any additional documents requested by creditor.

7. Creditor Request for Additional or Updated Documents. At least 14 days prior to the scheduled mediation, creditor[s] and its counsel shall review the debtor[s]' financial information and notify the debtor[s] of any additional or updated financial records they must supply to the creditor[s], the Chapter 13 Program Manager at stevev@c13orl.com, and to the mediator. Debtor[s] shall provide creditor[s] and its counsel all reasonably requested additional financial records within 72 hours of such notification. If there is a non-filing co-borrower, creditor[s] may request financial information from the non-filing co-borrower in anticipation of the mediation if the filing debtor intends to use the non-filing co-borrower's income to qualify for a modification. Upon receipt of all documents, creditor[s]' counsel shall timely submit the documents to underwriting at least 10 days in advance of the mediation.

8. Identification of Mediation Participants with Settlement Authority. At least 21 days prior to the scheduled mediation, counsel for the creditor[s] must provide a completed Certification of Settlement Authority identifying the creditor[s]' representative[s] who will appear at the mediation to the Chapter 13 Program Manager at stevev@c13orl.com, the mediator, and debtor[s]' counsel along with the case number of the action and contact information for all of the parties. The contact information must include the last known mailing address, phone number, and email address for each party. **At least one of the creditor[s]' representatives designated in the Certificate of Settlement Authority must attend any mediation session scheduled pursuant to this Order.** The creditor[s]' representative may appear telephonically as long as they also are available to sign a binding settlement agreement by facsimile, email, or other electronic means, at the time of the mediation. Creditor[s] may amend the Certificate of Settlement Authority to change the designated creditor[s]' representative provided they supply the amended Certificate of Settlement Authority to the Chapter 13 Program Manager at stevev@c13orl.com no later than 5 days prior to the mediation session.

9. Mediation Parties Must Attend Entire Mediation Session. The trustee of a securitized loan or its fully authorized designee with complete and master servicer settlement authority (to settle within the guidelines of any third party, or subject to any third party investor approval) or a specialist from the creditor[s]' mortgage modification department with complete and master servicer authority to settle must attend and continuously participate in the entire mediation session.

10. Telephonic Attendance by Creditors. Both counsel for the creditor[s] and the creditor[s]' representative designated in the Certificate of Settlement Authority may participate in the mediation by telephone. If counsel for the creditor[s] or the creditor[s]' representative is not physically present at the mediation, each must be able to sign a binding settlement agreement by facsimile, email, or other electronic means, at the time of the mediation. Debtor[s] and debtor[s]' counsel or special counsel must be physically present at the mediation.

11. Mediator Report. Within 7 days of the conclusion of the mediation, the mediator is directed to file a written report indicating whether any agreement on a mortgage modification was reached. Parties are directed to promptly seek any necessary court approval for the mortgage modification and to formalize the modification in any needed legal documents.

12. Mediation Fee (\$385.00). Upon filing this Motion to Mediate, the debtor[s] shall pay to the Chapter 13 trustee the mediation cost of \$385.00 (\$350.00 for the mediator and \$35.00 trustee fee) for two hours of mediation. The Chapter 13 trustee is directed to disburse to the mediator this fee promptly upon the earlier of the mediator filing a report concluding the mediation, continuing the

mediation, or upon modification of the loan. The mediator also is entitled to the full \$350.00 fee (and the Chapter 13 trustee is authorized to disburse the fee) if either party fails to timely cancel the mediation session or to attend a scheduled mediation session. A cancellation is considered timely if it is received by the mediator and all parties no later than 14 days prior to the scheduled mediation date.

13. Creditor Fee. Counsel for the creditor[s] is entitled to receive a reasonable fee for all work involved in connection with the mediation, including requesting and reviewing documents, preparing for the mediation, scheduling the mediation, and attending the mediation, and will clearly delineate such fee in the completed agreement or by amended proof of claim.

14. Debtor[s]' Counsel Fee. Debtor[s]' counsel also is entitled to receive a reasonable attorney's fee, and shall file supplemental or amended Disclosure of Attorney's Fee as required by Bankruptcy Rule 2016(b) within 15 days of receipt.

15. Written Roll. Prior to the commencement of any mediation conference, the mediator shall take a written roll listing the presence of the debtor[s], debtor[s]' counsel, if any, creditor[s]' counsel, and creditor[s]' representative with full authority to settle within the guidelines of any third party or subject to any third part investor's final approval. If the mediator determines that a needed party is not present, the mediator shall report the non-appearance by that party on the written roll. If the mediator determines that the creditor[s]' representative present does not have full authority to settle pursuant to the Certificate of Settlement Authority, the mediator shall report that the creditor[s]' representative did not appear on the written roll as a representative with full settlement authority as required by this Order.

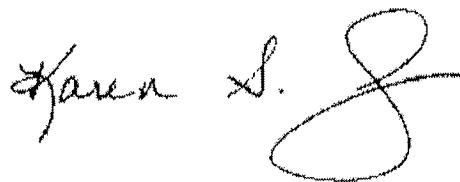
The written roll and communication of authority of the mediator is not a mediation communication. If a mediation does not occur because a party fails to attend or the creditor[s]' representative lacks settlement authority, the Court may order the non-attending party to physically appear at all future scheduled mediations, tax costs of another mediation to the non-attending party, or impose other sanctions as the Court deems appropriate, including entering an Order Granting the Modification of the Mortgage substantially complying with the HAMP guidelines or awarding attorney's fees and costs to the opposing party.

16. Privileged Communications. All statements made by the parties, attorneys, and other participants at or associated with the mediation (except as provided in paragraph 15 above regarding the written roll) are privileged and not reported, recorded, or placed into evidence, made known to the Court, or construed for any purposes as an admission. No party shall be bound by any statement made or action taken at the mediation conference unless an agreement is reached.

17. Stay Lifted to Allow Loan Modification. The automatic stay is modified, to the extent necessary, to facilitate the mortgage creditor[s]' loan modification terms pursuant to this Order. The parties shall timely submit any agreed loan modifications to the Court for approval.

18. All parties are directed to comply with this Order and to engage in the mediation process in good faith. Failure to do so may result in the imposition of damages and sanctions.

DONE AND ORDERED in Orlando, Florida on December 19, 2011 .

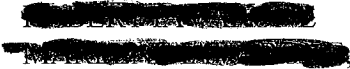


Karen S. Jennemann
Chief United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

In re:

Case No: 6:11-bk-18095-KSJ



Debtors.

**MOTION FOR APPROVAL OF LOAN MODIFICATION THROUGH THE
DEPARTMENT OF JUSTICE/ATTORNEY GENERAL SETTLEMENT WITH
BANK OF AMERICA**

Come now the Debtors by and through Counsel undersigned and file this Motion to Approve Loan Modification through the Department of Justice/Attorney General Settlement with Bank of America and in support thereof would state as follows:

1. The Debtors have sought a mortgage modification through Bank of America.
2. The Debtors have been approved for the Department of Justice/Attorney General Settlement program and the three monthly trial period payments are \$1,293.12 beginning on October 1, 2012.
3. The loan modification includes a forgiveness of \$205,679.11.
4. The Debtors are completing step one of two-step documentation process.
5. After the three trial period payments have been made Bank of America should send the final agreement within a reasonable amount of time.
6. Payments made to the Chapter 13 Trustee constitutes timely payment to Bank of America.

7. The payments should be sent to the following address: Bank of America, NA, PO Box 660833, Dallas, TX 75266-0833.

8. That, in the event Debtors enter into a permanent mortgage modification agreement with Bank of America, NA., any pending foreclosure proceedings shall be dismissed immediately.

9. That, in the event it becomes necessary to obtain approvals or subordination agreements to ensure that the modified mortgage loan retains its first lien position, Bank of America, NA. or its servicer shall notify Debtors within 60 days of the commencement of the trial period payments of any and all requested approvals or subordination agreements, or the requirements shall be waived.

WHEREFORE, Debtor requests this Honorable Court for its Order Approving the Loan Modification on a trial period, to order Bank of America, NA to provide the final agreement within a reasonable amount of time and such other relief that may be deemed just and proper in the circumstances.

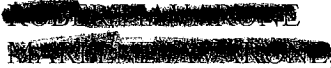
A true and correct copy of the foregoing has been sent by either electronic transmission or U.S. Mail this 21st day of August, 2012, to: Laurie K. Weatherford, Trustee, PO Box 3450, Winter Park, FL 32790; Debtors; and to to Bank of America, N.A., Law Offices of Marshall C. Watson, PA, c/o Antonio Alonso, Esquire, 1800 N.W. 49th Street, Suite 120, Fort Lauderdale, Florida 33309; and to Bank of America, NA, 450 American Street, Simi Valley, CA 93065.

/s/ Robert B. Branson
Law Office of Robert B. Branson
1501 East Concord Street
Orlando, FL 32803
(407) 894-6834
Robert B. Branson, Esquire
Florida Bar Number: 800988
John Raffaelli, Esquire
Florida Bar Number: 808008
Attorney for Debtor(s)

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

Case No: 6:11-bk-18095-KSJ

In Re:



Debtors.

**ORDER GRANTING MOTION FOR APPROVAL OF LOAN MODIFICATION
THROUGH THE DEPARTMENT OF JUSTICE/ATTORNEY GENERAL
SETTLEMENT WITH BANK OF AMERICA**

This cause came before the Court on the Debtors' Motion to Approve HAMP Trial Period Agreement (Doc. 56), and the Court having considered the matter and having found that it does have merit, ORDERS AS FOLLOWS:

1. The motion is granted.
2. The loan modification with Bank of America, NA, is hereby approved and the parties are ordered to comply with the terms of the agreement.
3. The three trial period payments in the amount of \$1293.12 begin on October, 1, 2012.
4. Payments timely made by the Debtor to the Chapter 13 Trustee constitute timely payments to Bank of America, NA
5. After the Debtor has made the three trial payments to the Chapter 13 Trustee, Bank of America, NA shall provide the permanent mortgage modification within a reasonable amount of time.
6. If a permanent agreement is entered into Bank of America, NA shall dismiss any pending foreclosures proceedings.

7. Bank of America, NA shall notify Debtor of any necessary approvals or subordination agreements to ensure that the modified mortgage loan retains its first lien position within 60 days of the commencement of the trial period payments of any and all requested approvals or subordination agreements, or the requirements are waived.

7. Any interested parties may object to this order within fourteen (14) days from the date of service of this order. If an interested party files such an objection within this time period, the court will schedule the objection for hearing on notice to the debtor, debtor counsel, Chapter 13 Trustee and to the objecting party.

8. All other orders that do not conflict with this order remain in full force and effect.

Done and Ordered August 24, 2012.

A handwritten signature in black ink, appearing to read "Karen S. Jenneman" with the initials "S.L." written to the right of the signature.

KAREN S. JENNEMAN
Chief United States Bankruptcy Court

A copy of the foregoing shall be furnished to: Laurie K. Weatherford, Trustee, P. O. Box 3450, Winter Park, Florida 32790; Debtor; Robert & Marlene Iavarone, 3814 Sea Island Court, Orlando, Florida 32808; and to Bank of America, N.A., Law Offices of Marshall C. Watson, PA, c/o Antonio Alonso, Esquire, 1800 N.W. 49th Street, Suite 120, Fort Lauderdale, Florida 33309; and to Bank of America, NA, 450 American Street, Simi Valley, CA 93065.

LAW OFFICE OF ROBERT B. BRANSON PA,
1501 E. CONCORD STREET
ORLANDO, FL 32803

August 18, 2012

APPROVED

You could receive principal reduction in the amount of \$205,679.11, and a low monthly payment of approximately \$1,293.12.*

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

Dear MARLENE A IAVARONE:

Loan Number: [REDACTED]

We are pleased to inform 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 \$205,679.11.***

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 10/01/2012. 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	
• 1 st	payment: \$1,293.12 by 10/01/2012
• 2 nd	payment: \$1,293.12 by 11/01/2012
• 3 rd	payment: \$1,293.12 by 12/01/2012

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.)

If you are in bankruptcy and are required to receive Bankruptcy Court approval of the modification, you may continue making your monthly Trial Period Plan payments until you receive approval.

Since you are required to make your regular monthly mortgage payment to a Chapter 13 Trustee, you should continue to forward your monthly payment to the Chapter 13 Trustee.

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.

*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.

If you are represented by a bankruptcy attorney, please consult with him or her about how a modification will affect your mortgage and your bankruptcy case. Because you are in bankruptcy, any final modification of your mortgage may require Bankruptcy Court approval. Also, if you are in Chapter 13 bankruptcy, you may also be required to amend your bankruptcy plan. Your bankruptcy attorney can assist you with that process.


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 me or have your attorney 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.

HEATHER GUARINO
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

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. However, the purpose of this communication is to let you know about your potential eligibility for a loan modification program that may help you bring or keep your loan current through affordable payments.

Mortgages funded and administered by an  Equal Housing Lender.
♻️ Protect your personal information before recycling this document.

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.
- Your loan will not be reported during Bankruptcy. If your Bankruptcy is dismissed, or if your Bankruptcy is discharged and your loan is reaffirmed, your loan will be reported as paying under a partial payment plan during the Trial Period Plan, and as modified if you enter into a final modification agreement. 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.

Frequently Asked Questions for Customers in Bankruptcy

Q. Will I have to dismiss my bankruptcy case to participate in this loan modification program?

No. You do not need to dismiss your bankruptcy case to participate in this modification program. Bank of America, N.A. does not need relief from the automatic stay (which means we will not ask the Bankruptcy Court to allow us to pursue collection on your account or foreclosure) to work with you. However, the Bankruptcy Court may need to approve any final modification, and if you are in a Chapter 13 proceeding, your bankruptcy plan may need to be modified.

Q. Why did you send this letter to my attorney? Do I need an attorney to participate in the modification?

While you do not need an attorney to participate in the modification, you are represented by an attorney in your bankruptcy case, and Bankruptcy Court approval may be needed to obtain a final modification of your loan. Therefore, Bank of America, N.A. assumes you want your attorney to be involved in the modification process. If you do not want your attorney to receive information relating to your modification request, we ask that your attorney provide written permission for Bank of America, N.A. to work with you directly.

Q. Will you seek relief from the automatic stay, object to confirmation, or file a proof of claim in my bankruptcy case?

Bankruptcy law requires some actions to be done in a bankruptcy case within a certain period of time, which could include filing a proof of claim or objecting to the confirmation of your plan. We will not ordinarily seek relief from the automatic stay while your modification is pending.

Q. If I participate in this modification program and my bankruptcy case is later dismissed, is my modification still effective? What if I was in foreclosure before my bankruptcy?

If your bankruptcy case is dismissed, as long as you continue to comply with the terms of the Trial Period Plan, we will not start foreclosure proceedings or conduct a foreclosure sale if foreclosure proceedings have started. If you do not meet the terms of the Trial Period Plan and/or are found to be ineligible for a Loan Modification, we will work with you to see if there are other programs for which you may be eligible to avoid foreclosure. If your loan is permanently modified and your bankruptcy case is later dismissed, the modification will still be honored.

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 10/01/2012. 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 cancellation 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:

- o The date the principal balance on your loan is scheduled to reach 80% of the original value of the property; or
- o 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 cancellation 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.