## **TAB 30**

1	Case 1:10-md-02193-RWZ Docu	ment 39 Filed 04/05/11 Page 2 of 59
		HONORABLE RYA W. ZOBEI
	UNITED STATE: DISTRICT OF 1	S DISTRICT COURT, MASSACHUSETTS
AF	RE BANK OF AMERICA HOME FORDABLE MODIFICATION PROGRAM AMP) CONTRACT LITIGATION	M No. 1:10-md-2193RWZ
	DECLARATION	OF TIMOTHY RIVAS
I, T 1.	imothy Rivas, declare as follows: I have been the owner of a home loca	ated at 3923 Pridmore Court, Concord, CA 94521
sinc 2.	ce October, 2003.	serviced by BAC Home Loans Servicing, LP.
3.		ce financial hardship and became worried that I
4.	and the second second reaction of the second	loan modification and provided documents to financial circumstances.
5. Peri beg	In response to this application, BAC iod Plan (TPP) Agreement. The TPP Agree inning on June 1, 2010 and ending on Aug	Home Loans Servicing, LP offered me a Trial ement contemplated a three month trial period ust 1, 2010.
6. retu cop	I accepted BAC Home Loans Servici uning the signed TPP Agreement to BAC H by of the TPP that I sent is attached as Exhibit	ng, LP's offer on April 26, 2010. I did this by Home Loans Servicing, LP. A true and correct bit A.
7. Hot	I made each of the payments called for me Loans Servicing, LP accepted each of m	or in the TPP Agreement in full and on time. BAG
DEC	CLARATION OF TIMOTHY RIVAS-1	
	76-16 427072 V1	

- 00

8. My certifications contained in the TPP Agreement were, and continue to be, true and accurate, including my certification that I have provided truthful and accurate information to BAC Home Loans Servicing, LP throughout this entire process.

9. I have provided BAC Home Loans Servicing, LP with all of the documents and information it requested and have, in fact, sent the same documents on multiple occasions in response to demands from BAC.

10. It was my understanding that if I complied with the TPP Agreement, I would be offered a HAMP permanent modification by BAC Home Loans Servicing, LP at the end of the trial period.

11. Despite my fully complying with the terms of the TPP Agreement, BAC Home Loans Servicing, LP did not offer me a HAMP permanent modification at the close of the trial period, nor did they give me any answer within this time frame.

12. I made \_\_\_\_\_\_ additional payments beyond the end of the trial period because I continued to believe that I should be given a permanent HAMP modification.

13. On September 3, 2010, I was notified by BAC Home Loans Servicing, LP that I was not going to receive a HAMP permanent modification. The notification came in the form or a Notice of Intent to Accelerate.

14. Subsequently, BAC Home Loans Servicing, LP accelerated my note and authorized foreclosure proceedings to begin against my home.

15. I have been informed that my account has been assessed fees and charges that are more than I would have been charged if I had been given a permanent modification complying with HAMP rules as promised. I also believe that my credit score has been adversely affected because of negative reporting BAC Home Loans Servicing, LP's has made.

16. I am currently facing the prospect of losing my home and seeking to rent a place [for my family] to live. I understand that finding a rental will be more difficult and more expensive with damaged credit.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 24, 2011.

Thothy 9

**DECLARATION OF TIMOTHY RIVAS-2** 010176-15 427072 VI

## **EXHIBIT** A

# ·



4334

Bank of America Home Loans

Investor Loan #

#### HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN Part 1 (Customer Copy)

Trial Period Plan Effective Date: 6/1/2010

Borrower ("!")1: TIMOTHY RIVAS

Servicer ("Servicer"): BAC Home Loans Servicing,LP Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 12/15/2005 Loan Number: 3185 Property Address ("Property"): 3923 PRIDMORE COURT, CONCORD, CA 94521

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 Servicer 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 Servicer, the Servicer 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 Servicer sign it and Servicer provides me with a copy of this Plan with the Servicer's signature.

- 1. My Representations. I certify, represent to Servicer 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);

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.

HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3156 3/09 (rev. 8/09) (page 1 of 3 pages)

Section 2c: Home Affordable Modification Trial Period Plan Step 1– Customer Copy

- E. Under penalty of perjury, all documents and information I have provided to Servicer pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- F. If Servicer requires me to obtain credit counseling, I will do so.
- 2. The Trial Period Plan. On or before each of the following due dates, I will pay the Servicer 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. \$1,860.00.

Trial Period Payment #	Trial Period Payment	Due Date On or Before
1	\$1,860.00	6/1/2010
2	\$1,860.00	7/1/2010
3	\$1,860,00	8/1/2010

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 Servicer 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 Servicer 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 Servicer 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 Servicer 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 Servicer 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 Servicer 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 Servicer 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 Servicer 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

HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN – Single Family – Family Mae/Freddie Mac UNIFORM INSTRUMENT Form 3155 S/09 (rev. 8/09) (page 2 of 3 pages)

Section 2c: Home Affordable Modification Trial Period Plan Step 1- Customer Copy

#### Bankof America Home Loans

- 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 Servicer 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.
- 3. The Modification, I understand that once Servicer 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 Servicer 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 Servicer 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 associated with overdue loan payments remaining unpaid as of the date immediately before the modification. Upon execution of a Modification Agreement by the Servicer and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Servicer and me for the remaining term of the loan.

- Additional Agreements. | 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 Servicer 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 Servicer's walver 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.
  - 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 Servicer and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.
  - E. Notwithstanding anything herein to the contrary, if my final two Trial Period Payments are received by Servicer after the close of business on the 15th calendar day of the last month of the Trial Period but before the end of the Trial Period, I agree that the Trial Period shall be extended by one calendar month (the "Additional Trial Period"). I agree to abide by all terms and provisions of this Trial Period Plan during the Additional Trial Period. In addition, I agree to make a Trial Period Payment in the amount of \$1,860.00 [the same amount of the other Trial Period Payments] no more than 30 days after the last due date listed in the chart in Section 2 above.

The Servicer and I have executed this Plan.

BAC Home Loans Servicing,LP

By:

Date

HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN - Single Family - Fannie Maé/Freddle Mac UNIFORM INSTRUMENT Form 2136 3/09 (rev. 8/09) (page 3 of 3 pages)

## **TAB 31**

	Case 1:10-md-02193-RWZ Document 39 Filed 04/05/11 Page 9 of 59
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1	HONORABLE RYA W. ZOBEL
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7	UNITED STATES DISTRICT COURT,
8	DISTRICT OF MASSACHUSETTS
9	IN RE BANK OF AMERICA HOME AFFORDABLE MODIFICATION PROGRAM
10	(HAMP) CONTRACT LITIGATION PROGRAM No. 1:10-md-2193 RWZ
11	
12	
13	DECLARATION OF DAVID ROCCA
14 15	I, David Rocca, declare as follows:
16	1. I have been the owner of a home located at 3115 Tamworth Way, Sacramento CA
17	95833 since January, 2005.
18	2. My mortgage loan is currently being serviced by BAC Home Loans Servicing, LP.
19	3. Starting in 2009, I began to experience financial hardship and became worried that I would fall behind on my mortgage payments.
20 21	4. In 2009, I applied for a HAMP loan modification and provided documents to BAC Home Loans Servicing, LP verifying my financial circumstances.
21 22 23	5. In response to this application, BAC Home Loans Servicing, LP offered me a Trial Period Plan (TPP) Agreement. The TPP Agreement contemplated a three month trial period beginning on February 1, 2010 and ending on April 1, 2010.
23 24 25	6. I accepted BAC Home Loans Servicing, LP's offer on by returning the signed TPP Agreement to BAC Home Loans Servicing, LP before the due date. A true and correct copy of the TPP that I sent is attached as Exhibit A.
23 26	7. I made each of the payments called for in the TPP Agreement in full and on time. BAC Home Loans Servicing, LP accepted each of my payments.
	DECLARATION OF DAVID ROCCA -1 010176-16 431272 V1

8. My certifications contained in the TPP Agreement were, and continue to be, true and accurate, including my certification that I have provided truthful and accurate information to BAC Home Loans Servicing, LP throughout this entire process.

9. I have provided BAC Home Loans Servicing, LP with all of the documents and information it requested and have, in fact, sent the same documents on multiple occasions in response to demands from BAC.

10. It was my understanding that if I complied with the TPP Agreement, I would be offered a HAMP permanent modification by BAC Home Loans Servicing, LP at the end of the trial period.

11. Despite my fully complying with the terms of the TPP Agreement, BAC Home Loans Servicing, LP did not offer me a HAMP permanent modification at the close of the trial period, nor did they give me any answer within this time frame.

12. I made fifteen additional payments beyond the end of the trial period because I continued to believe that I should be given a permanent HAMP modification.

13. On October 21, 2010 I was notified by BAC Home Loans Servicing, LP that I was not going to receive a HAMP permanent modification. The notice came in the form of a Notice of Intent to Accelerate.

14. Subsequently, BAC Home Loans Servicing, LP accelerated my note and authorized foreclosure proceedings to begin against my home.

15. I have been informed that my account has been assessed fees and charges that are more than I would have been charged if I had been given a permanent modification complying with HAMP rules as promised. I also believe that my credit score has been adversely affected because of negative reporting BAC Home Loans Servicing, LP's has made.

16. I am currently facing the prospect of losing my home and seeking to rent a place for my family to live. I understand that finding a rental will be more difficult and more expensive with damaged credit.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 16, 2011.

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acco David Rocca

DECLARATION OF DAVID ROCCA -2

010176-16 431272 V1

## **EXHIBIT** A

Section 2c; Home Affordable Modification Trial Period Plan Customer Copy

Bankof America 🌮 Home Loans

Investor Loan # 8591

#### HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN (Customer Copy)

Trial Period Plan Effective Date: February 1, 2010 Borrower ("I")<sup>1</sup>: DAVID ROCCA Servicer ("Servicer"): BAC Home Loans Servicing, LP Date of first lien Security Instrument ("Mortgage") and Note ("Note"): October 14, 2005 Loan Number: 1999 8591 Property Address ("Property"): 3115 TAMWORTH WAY, SACRAMENTO, CA 95833

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 Servicer 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 Servicer, the Servicer 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 Servicer sign it and Servicer provides me with a copy of this Plan with the Servicer's signature.

1. My Representations. I certify, represent to Servicer 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);

<sup>1</sup> 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.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.



Bankof America Tor Home come

- E Under penalty of perjury, all documents and information I have provided to Servicer pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- F If Servicer requires me to obtain credit counseling, I will do so.
- The Trial Period Plan. On or before each of the following due dates, I will pay the Servicer 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. \$1,197.20.

Trial Period Payment#	Trial Period Payment	Due Date On or Before
1	\$1,197.20	February 01, 2010
2	\$1,197.20	March 01, 2010
3	\$1,197.20	April 01, 2010

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 Servicer 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, Hawali, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the Servicer 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 Servicer 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 Servicer 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 Servicer 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;

EAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A. HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN-Single Family-Famile Mae/Freddle Mae UNIFORM INSTRUMENT Form 3156 3/09



#### Section 2c: Home Affordable Modification Trial Period Plan Costomer Copy

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#### Bankof America 🌮 Home Loons

- F If prior to the Modification Effective Date, (i) the Servicer 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 Servicer 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 Servicer 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 Servicer 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.
- 3. The Modification. I understand that once Servicer 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 Servicer 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 Servicer 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. Upon execution of a Modification Agreement by the Servicer and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Servicer 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 Servicer 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 Servicer'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.
  - 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 Servicer and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.

AC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.
OME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN-Bingle Family-Fannie Mae/Freddie Mag UNIFORM INSTRUMENT Form 3156 3/09
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## **TAB 32**

	Case 1:10-md-02193-RWZ Document 39 Filed 04/05/11 Page 16 of 59
1 2	HONORABLE RYA W. ZOBEL
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7	UNITED STATES DISTRICT COURT, DISTRICT OF MASSACHUSETTS
8	
9 10	IN RE BANK OF AMERICA HOME AFFORDABLE MODIFICATION PROGRAM (HAMP) CONTRACT LITIGATION No. 1:10-md-2193 RWZ
11	
12	
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14	DECLARATION OF AURORA L. SERRANO
15	I, Aurora L. Serrano, declare as follows:
16 17	1. I have been the owner of a home located at 1919 La Cana Drive, Hacienda Heights, CA 91745, since 1974.
18	2. My mortgage loan is currently being serviced by BAC Home Loans Servicing, LP.
19	3. Starting in 2008, I began to experience financial hardship and ultimately fell behind on my mortgage payments.
20 21	4. In August, 2009 I applied for a HAMP loan modification, providing documents to BAC Home Loans Servicing, LP verifying my financial circumstances.
22	5. In response to this application, BAC Home Loans Servicing, LP offered me a Trial
23	Period Plan (TPP) Agreement. The TPP Agreement contemplated a three month trial period beginning on September 1, 2009 and ending on November 1, 2009.
24 25	6. I accepted BAC Home Loans Servicing, LP's offer on August 17, 2009. I did this by returning the signed TPP Agreement to BAC Home Loans Servicing, LP. A true and correct copy of the TPP that I sent is attached as Exhibit A.
26	7. I made each of the payments called for in the TPP Agreement in full and on time. BAC Home Loans Servicing, LP accepted each of my payments.
	DECLARATION OF AURORA L. SERRANO– 1 1918 EIGHTH AVENUE, SUITE 3300 • SEATTLE, WA 98101 (206) 623-7292 • FAX (206) 623-0594
	010176-16 426073 V1

8. My certifications contained in the TPP Agreement were and continue to be accurate, including my certification that I have provided truthful and accurate information to BAC Home Loans Servicing, LP throughout this entire process.

9. I have provided BAC Home Loans Servicing, LP with all of the documents and information it requested and have, in fact, sent the same documents on multiple occasions in response to demands from BAC.

10. It was my understanding that if I complied with the TPP Agreement, I would be offered a HAMP permanent modification by BAC Home Loans Servicing, LP at the end of the trial period.

11. Despite my fully complying with the terms of the TPP Agreement, BAC Home Loans Servicing, LP did not offer me a HAMP permanent modification at the close of the trial period, nor did they give me any answer within this time frame.

12. I made twelve additional payments beyond the end of the trial period because I continued to believe that I should be given a permanent HAMP modification.

11 13 On November 23, 2010, I was notified by BAC Home Loans Servicing, LP that I was not going to receive a HAMP permanent modification. On that date BAC Home Loans
 12 Servicing, LP sent me a letter stating that I was not eligible for a loan modification due to a negative net present value.

Subsequently, BAC Home Loans Servicing, LP accelerated my note and authorized
 foreclosure proceedings to begin against my home. The sale date was previously set for March
 2, 2011.

15 I have been informed that my account has been assessed fees and charges that are more
 than I would have been charged if I had been given a permanent modification complying with
 HAMP rules as promised. I also believe that my credit score has been adversely affected
 because of negative reporting BAC Home Loans Servicing, LP's has made.

18 16. I am currently facing the prospect of losing my home and seeking to rent a place to live.
 I understand that finding a rental will be more difficult and more expensive with damaged
 19 credit.

17. I received an extension of the sale date to April 5, 2011. I am desperately trying to get another extension.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 31, 2011.

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Aurora L. Serrand



1918 EIGHTH AVENUE, SUITE 3300 • SEATTLE, WA 98101 (206) 623-7292 • FAX (206) 623-0594

DECLARATION OF AURORA L. SERRANO-2 010176-16 426073 V1

## EXHIBIT A

Loan # 0438

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

Tripl Period Plan Effective Date: September 1, 2009

Borrower (1)2: AURORA'L SERRANO

Servicer ("Servicer"): BAC Home Loans Servicing, LP

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): November 24, 2006

Loan Number: 0438

Property Address ("Property"): 1919 LA CANA DRIVE , HACIENDA HEIGHTS, CA 91745

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 Servicer 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 Servicer, the Servicer 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 Servicer sign it and Servicer provides me with a copy of this Plan with the Service's algnature.

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

- A I am unable to afford my montgage payments for the reasons indicated in my Hardship Affidavit and as a result, (1) 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 + live in the Property as my principal realdance, and the Property has not been condemned;
- C There has been no change in the ownership of the Property since it 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 Servicer pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct and
- F If Servicer requires me to obtain credit counseling, I will do so,

BAG Home Leans Bernising, LP is a subsidiery of Bank of America, N.A. HOBB AFFORDABLE MONFRATION PROGRAM TRIAL PERIOD PLAN-Single Family-Family National New UNIFORM INSTRUMENT Form 3150 3/00

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<sup>&</sup>lt;sup>2</sup> If there is more than one Borrower of Mangagor executing this document, each is referred to as T. For purposes of this document words signifying the singular (such as T) shall include the plural (such as Twid) and vice versa where appropriate.

2. The Trial Period Plan. On or before each of the following due dates, twill pay the Servicer the emount set forth below ("Trial Period Payment"), which includes payment for Escrew Items, including real estate taxes, insurance premiums and other fees, if any, of U.S. \$1,485.17.

Triel Period	Trial Period Payment	Due Date On or Before
1	51483.17	September 01, 2009
2	\$1483,17	October 01, 2009
3	\$1483.17	November 01, 2009

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 fast Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, 1 understand and ecknowledge that:

- A TIME IS OF THE ESSENCE under this Plan;
- Except as set forth in Section 2.C. below, the Servicer 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 supported and the Servicer 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 Servicer 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 funda will be held by the Servicer 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 Servicer accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a walver 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 Servicer 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 Servicer determines that my representations in Section 1 are no longer true and correct, the Loan Decuments will not be modified and this Plan will terminate. In this event, the Servicer will have all of the rights

DAG Home Loans, Servicing, LP. 19. a subsidiery of Brank of Advance, N.A., HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERCED PLAN-Single Femily-Pennie Mempredule Med UNIFORM INSTRUMENT Form 2368 2000

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and remodes 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 Lunderstand 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 might 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 Servicer will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the regularments under this Plan.
- 3. The Modification. I understand that once Servicer is able to determine the final amounts of unpaid interest and any other delinquent amounts (except late charges) to be added to my ioan batance and after deducting from my loan balance any remaining money held at the end of the Trial Period under Section 2.D. above, the Servicer 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 Servicer will send me a Modification Agreement for my signature which will medify my Loan Documents as necessary to reflect this new payment amount and waive any unpaid late charges accrued to date. Upon execution of a Modification Agreement by the Servicer and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Servicer and me for the remaining term of the loan.
- 4. Additional Agreements, Lagree 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 Servicer 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, Tre amount of which may change periodically over the term of my loan,

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- C That this Plan constitutes notice that the Service's waiver as to payment of Escrow items, if any, has been revoked: and I have been advised of the amount acceled to fully fund my Escrow Account.
- 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 Servicer and I will be bound by; and will comply with, all of the terms and provisions of the Loan Documents;

BAC Home Loens Servicing, LP.Is a subsidiary of Bank of America, NA,

HOME APPORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN-Birgis Family-Period Booffredie Mac UNIFORM INSTRUMENT Form 3156 309

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HINDREE	

In Witness Whereof the Servicer end have executed this Plan.

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DAG Home Loans Servicing, LP

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Date

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## **TAB 33**

	Case 1:10-md-02193-RWZ Document 39 Filed 04/05/11 Page 24 of 59
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2	HONORABLE RYA W. ZOBEL
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6	
7	UNITED STATES DISTRICT COURT,
8	DISTRICT OF MASSACHUSETTS
9	N RE BANK OF AMERICA HOME
0	AFFORDABLE MODIFICATION PROGRAM (HAMP) CONTRACT LITIGATION No. 1:10-md-2193 RWZ
1	
2	
3	DECLARATION OF LESLIE SMITH
4	DLELARATION OF LESLIE SMITH
5	, Leslie Smith, declare as follows:
5	I have been the owner of a home located at 16 Hopkinson Court, Bernards, NJ 07920, ince October, 2002.
	2. My mortgage loan is currently being serviced by BAC Home Loans Servicing, LP.
	3. Starting in 2009, I began to experience financial hardship and became worried that I would fall behind on my mortgage payments.
	In late 2009 I applied for a HAMP loan modification and provided documents to BAC dome Loans Servicing, LP verifying my financial circumstances.
	In response to this application, BAC Home Loans Servicing, LP offered me a Trial Period Plan (TPP) Agreement. The TPP Agreement contemplated a three month trial period beginning on January 1, 2010 and ending on March 1, 2010.
·    t	I accepted BAC Home Loans Servicing, LP's by returning the signed TPP Agreement o BAC Home Loans Servicing, LP before the due date. A true and correct copy of the TPP that sent is attached as Exhibit A.
5-11-	I made each of the payments called for in the TPP Agreement in full and on time. BAC Home Loans Servicing, LP accepted each of my payments.
1	DECLARATION OF LESLIE SMITH - 1
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#### Case 1:10-md-02193-RWZ Document 39 Filed 04/05/11 Page 25 of 59

8. My certifications contained in the TPP Agreement were, and continue to be, true and accurate, including my certification that I have provided truthful and accurate information to BAC Home Loans Servicing, LP throughout this entire process.

9. I have provided BAC Home Loans Servicing, LP with all of the documents and information it requested and have, in fact, sent the same documents on multiple occasions in response to demands from BAC.

10. It was my understanding that if I complied with the TPP Agreement, I would be offered a HAMP permanent modification by BAC Home Loans Servicing, LP at the end of the trial period.

11. Despite my fully complying with the terms of the TPP Agreement, BAC Home Loans Servicing, LP did not offer me a HAMP permanent modification at the close of the trial period, nor did they give me any answer within this time frame.

12. I made three additional payments beyond the end of the trial period because I continued to believe that I should be given a permanent HAMP modification.

13. In June, 2010, I was notified by BAC Home Loans Servicing, LP that I was not going to receive a HAMP permanent modification.

14. Subsequently, BAC Home Loans Servicing, LP accelerated my note and authorized foreclosure proceedings to begin against my home.

15. I have been informed that my account has been assessed fees and charges that are more than I would have been charged if I had been given a permanent modification complying with HAMP rules as promised. I also believe that my credit score has been adversely affected because of negative reporting BAC Home Loans Servicing, LP's has made.

16. I am currently facing the prospect of losing my home and seeking to rent a place for my family to live. I understand that finding a rental will be more difficult and more expensive with damaged credit.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 17, 2011.

the Smith

DECLARATION OF LESLIE SMITH - 2

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## EXHIBIT A

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Sector America Terration

#### Investor Loan # 199847 HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN (Mortgage Servicer Copy 2)

V---- 2 B

Trial Period Plan Effective Date: January 1, 2010

Borrower ("1")1: LESLIE A SMITH

Servicer ("Servicer"): BAC Home Loans Servicing, LP

Date of first lien Security Instrument ("Montgage") and Note ("Note"): November 9, 2005 Loan Number: 1999

Property Address ("Property"): 16 HOPKINSON COURT, BERNARDS, NJ 07920

If I am it compliance with this Trial Period Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Servicer 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 logether, 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, if 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 an 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 Servicer, the Servicer will send me a signed copy of this Plan if I qualify for the Offer of will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and ontil both I and the Servicer sign it and Servicer provides me with a copy of this Plan with the Servicer's signature.

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

- A I am unable to atland my monigage payments for the reasons indicated in my Hardship Atlidavit 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 ifquid assets to make the monthly montgage payments now or in the near future;
- 8 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 allimony that I receive, unless I wish to have such income considered to qualify for the Offer);

<sup>1</sup> If there is more than one Borrower or Montgagor executing this document, each is referred to as "". For purposes of this document words signifying the singular (such as "") shall include the placet (such as "we") and vice verse where appropriate.

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- E Under penalty of perjury, all documents and information I have provided to Servicer pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- F If Servicer requires me to obtain credit counseling, I will do so.
- 2. The Trial Period Plan. On or before each of the following due dates, I will pay the Servicer the amount set forth below ("Trial Period Payment"), which includes payment for Escrew Items, including real estate taxes, insurance premiums and other fees, "if any, of U.S. \$2,970.42.

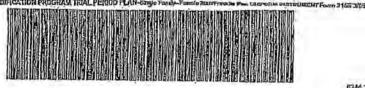
Trial Period Payment#	Trial Period Payment	Due Date On or Before			
1	\$2,970.42	January 01, 2010			
2	\$2,970.42	.42 February 01, 2010			
3 \$2,970.42		March 01, 2010			

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 Servicer will suspend any scheduled foreclosure sale, provided 1 continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be inimediately restumed 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, ell rights to such notices being hereby waived to the extent permitted by applicable law;
- C If my property is located in Georgia, Hawali, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the Servicer 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 Service'r 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 definquent 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 Servicer and not posted to my account until they total an amount that is enough to pay the next oldest definquent monthly payment in full;
- E When the Servicer 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 toan 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;

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- F If prior to the Modification Effective Date, (7) the Servicer does not provide me a fully executed copy of this Plan and the Modification Agreement; (8) have not made the Trial Period payments required under Section 2 of this Plan; or (16) the Servicer determines that my representations in Section 1 are no longer frue and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Servicer 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 Yowe 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 neceive a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed. I further understand and agree that the Servicer 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.
- 3. The Modification. I understand that once Servicer is able to determine the final amounts of unpaid interest and any other definquent 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 Servicer 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, this Servicer will send me a Modification Agreement for my signature which will modify my Loan Documents as necessary to reflect this new payment amount and walve any unpaid late charges accrued to date. Upon execution of a Modification Agreement by the Servicer and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Servicer and me for the remaining term of the torn.
- 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 Servicer 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 psyments, the amount of which may change periodically over the term of my loan.
    C That this Plan constitutes notice that the Servicer's waiver as to payment of Escrow Items, if
  - C That this Plan constitutes notice that the Servicer'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.
  - 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 Servicer and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.

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<ul> <li>Alternative and the second se Second second sec second second sec</li></ul>
In Wilness Whereot, the Servicer and I have executed this Plan.
LESUE A SMITH Dated:
BAC Home Loans Servicing, LP
Ву:
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## **TAB 34**

Case 1:	10-md-02193-RWZ	Document	39	Filed	04/05/11	Page 32	2 of 59
					HONOR	ABLE RYA	A W. ZOBEI
		STATES DIS CT OF MASS					
AFFORDABLE N	FAMERICA HOME MODIFICATION PR ACT LITIGATION	OGRAM	No	. 1:10-	-md-2193	RWZ	
		ATION OF DA	AVII	O STAI	NLEY		
	declare as follows: een the owner of a ho	me located at	601	West S	School St	eet, Cotati	, CA 94931
2. My mor	tgage loan is currently	y being servic	ed b	y BAC	Home Lo	oans Servic	ing, LP.
	in 2009, I began to en on my mortgage pay		ancia	l hards	hip and b	ecame wor	ried that I
	I applied for a HAM vicing, LP verifying n					documents	to BAC
Period Plan (TPP)	nse to this application Agreement. The TF rch 1, 2010 and endin	P Agreement	cont	templat			
Agreement to BA	ed BAC Home Loans C Home Loans Servi e TPP that I sent is at	cing, LP befo	re th	e due d			
	each of the payments vicing, LP accepted ea				eement ir	full and o	n time. BA
	F DAVID STANLEY- 1						

#### Case 1:10-md-02193-RWZ Document 39 Filed 04/05/11 Page 33 of 59

8. My certifications contained in the TPP Agreement were, and continue to be, true and accurate, including my certification that I have provided truthful and accurate information to BAC Home Loans Servicing, LP throughout this entire process.

9. I have provided BAC Home Loans Servicing, LP with all of the documents and information it requested and have, in fact, sent the same documents on multiple occasions in response to demands from BAC.

10. It was my understanding that if I complied with the TPP Agreement, I would be offered a HAMP permanent modification by BAC Home Loans Servicing, LP at the end of the trial period.

11. Despite my fully complying with the terms of the TPP Agreement, BAC Home Loans Servicing, LP did not offer me a HAMP permanent modification at the close of the trial period, nor did they give me any answer within this time frame.

12. In October, 2010 I was notified by BAC Home Loans Servicing, LP that I was not going to receive a HAMP permanent modification.

13. Subsequently, BAC Home Loans Servicing, LP accelerated my note and authorized foreclosure proceedings to begin against my home. My foreclosure date is April 22, 1011.

14. I have been informed that my account has been assessed fees and charges that are more than I would have been charged if I had been given a permanent modification complying with HAMP rules as promised. I also believe that my credit score has been adversely affected because of negative reporting BAC Home Loans Servicing, LP's has made.

15. I am currently facing the prospect of losing my home and seeking to rent a place for my family to live. I understand that finding a rental will be more difficult and more expensive with damaged credit.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March <u>30</u>, 2011.

David Stanley

DECLARATION OF DAVID STANLEY-2

010176-16 435907 V1

## **EXHIBIT A**

Section 2a: Home Affordable Modification Trial Period Plan

Bank of America Whome Loans

Mortgage Servicer Copy 1

Investor Loan # 6927

### HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN (Mortgage Servicer Copy 1)

Trial Period Plan Effective Date: March 1, 2010 Borrower ("I")<sup>1</sup>: DAVID STANLEY Servicer ("Servicer"): BAC Home Loans Servicing, LP Date of first lien Security Instrument ("Mortgage") and Note ("Note"): June 6, 2006 Loan Number: 6927 Property Address ("Property"): 601 WEST SCHOOL STREET, COTATI, CA 94931

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 Servicer 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 Servicer, the Servicer 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 Servicer sign it and Servicer provides me with a copy of this Plan with the Servicer's signature.

1. My Representations. I certify, represent to Servicer 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);

<sup>1</sup> 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.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN-Single Family-Famile Mae/Freddle Mac UNIFORM INSTRUMENT Form 3156 3/09



Section 2a: Home Affordable Modification Trial Period Plan Mortgage Servicer Copy 1

Bank of America Whome Loans

- E Under penalty of perjury, all documents and information I have provided to Servicer pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- F If Servicer requires me to obtain credit counseling, I will do so.
- 2. The Trial Period Plan. On or before each of the following due dates, I will pay the Servicer 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. \$2,609.17.

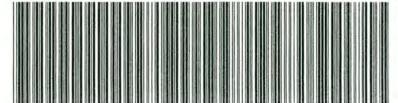
Trial Period Payment #	Trial Period Payment	Due Date On or Before		
1	\$2,609.17	March 01, 2010		
2 \$2,609.17		April 01, 2010		
3	\$2,609.17	May 01, 2010		

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 Servicer 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 Servicer 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 Servicer 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 Servicer 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 Servicer 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;

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A. HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN-Single Family--Fannie Mae/Freddle Mac UNIFORM INSTRUMENTForm 3156 3/09



Section 2a: Home Affordable Modification Trial Period Plan Mortgage Servicer Copy 1

Bank of America Home Loans

- F If prior to the Modification Effective Date, (i) the Servicer 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 Servicer 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 Servicer 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 Servicer 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.
- 3. The Modification. I understand that once Servicer 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 Servicer 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 Servicer 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. Upon execution of a Modification Agreement by the Servicer and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Servicer 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 Servicer 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 Servicer'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.
  - 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 Servicer and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN-Single Family-Famile Mae/Freddle Mac UNIFORM INSTRUMENT Form 3156 3/09



Section 2a: Home Affordable Modification Trial Period Plan Mortgage Servicer Copy 1

Bank of America Home Loans

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

3-1-10 Dated: DAVID STANLE

BAC Home Loans Servicing, LP

By:

Date

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A. HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN-Single Family--Fannle Mae/Freddle Mac UNIFORM INSTRUMENTForm 3156 3/03



# **TAB 35**

	Case 1:10-md-02193-RWZ Document 39 Filed 04/05/11 Page 40 of 59
1 2	HONORABLE RYA W. ZOBEL
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7	UNITED STATES DISTRICT COURT, DISTRICT OF MASSACHUSETTS
8 9	IN RE BANK OF AMERICA HOME
10	AFFORDABLE MODIFICATION PROGRAM (HAMP) CONTRACT LITIGATION No. 1:10-md-2193 RWZ
11	
12	
13	DECLARATION OF DOUGLAS E. SLYMAN
14	DECLARATION OF DOUGLAS E. SLYMAN
15	I, Douglas E. Slyman, declare as follows:
16 17	1. I have been the owner of a home located at 6345 N. Old State Road, Ashley, OH 43003 since 1998.
18	2. My mortgage loan is currently being serviced by BAC Home Loans Servicing, LP.
19	3. Starting in 2009, I began to experience financial hardship and became worried that I would fall behind on my mortgage payments.
20	4. In December 2009, I applied for a HAMP loan modification and provided documents to BAC Home Loans Servicing, LP verifying my financial circumstances.
21 22	5. In response to this application, BAC Home Loans Servicing, LP offered me a Trial Period Plan (TPP) Agreement. The TPP Agreement contemplated a three month trial period beginning on January 1, 2010 and ending on March 1, 2010.
23 24	6. I accepted BAC Home Loans Servicing, LP's offer by returning the signed TPP Agreement to BAC Home Loans Servicing, LP before the due date of January 1, 2010. A true and correct copy of the TPP that I sent is attached as Exhibit A.
25 26	7. I made each of the payments called for in the TPP Agreement in full and on time. BAC Home Loans Servicing, LP accepted each of my payments.
	DECLARATION OF DOUGLAS E. SLYMAN- 1

My certifications contained in the TPP Agreement were, and continue to be, true and 8: accurate, including my certification that I have provided truthful and accurate information to BAC Home Loans Servicing, LP throughout this entire process.

9. I have provided BAC Home Loans Servicing, LP with all of the documents and information it requested and have, in fact, sent the same documents on multiple occasions in response to demands from BAC.

It was my understanding that if I complied with the TPP Agreement, I would be 10. offered a HAMP permanent modification by BAC Home Loans Servicing, LP at the end of the trial period.

11. Despite my fully complying with the terms of the TPP Agreement, BAC Home Loans Servicing, LP did not offer me a HAMP permanent modification at the close of the trial period. nor did they give me any answer within this time frame.

] made twelve additional payments beyond the end of the trial period because I 12. continued to believe that I should be given a permanent HAMP modification.

13. I was notified by BAC Home Loans Servicing, LP that I was not going to receive a HAMP permanent modification.

14. Subsequently, BAC Home Loans Servicing, LP accelerated my note and authorized foreclosure proceedings to begin against my home.

15. I have been informed that my account has been assessed fees and charges that are more than I would have been charged if I had been given a permanent modification complying with HAMP rules as promised. I also believe that my credit score has been adversely affected because of negative reporting BAC Home Loan's Servicing, LP's has made.

I um currently facing the prospect of losing my home and seeking to rent a place for my 16. family to live. I understand that finding a rental will be more difficult and more expensive with damaged credit.

I ceclare under penalty of perjury that the foregoing is true and correct.

Executed on March 30, 2011.

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elas E. Slyman

DECLARATION OF DOUGLAS E. SLYMAN-2 010)76-16 435852 V1

# **EXHIBIT A**

Section 2c: Home Affordable Modification Trial Period Plan Customer Conv

Bankof America 🌮 Home Loans

Investor Loan # 8389

### HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN (Customer Copy)

Trial Period Plan Effective Date: January 1, 2010

Borrower ("I")<sup>1</sup>: DOUGLAS E SLYMAN and JANET E SLYMAN

Servicer ("Servicer"): BAC Home Loans Servicing, LP

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): December 13, 2005 Loan Number: 13, 2005

Property Address ("Property"): 6345 N OLD STATE RD, ASHLEY, OH 43003

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 Servicer 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 Servicer, the Servicer 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 Servicer sign it and Servicer provides me with a copy of this Plan with the Servicer's signature.

1. My Representations. I certify, represent to Servicer 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);

<sup>1</sup> 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.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A. HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN-Single Family-Fannis Mas/Freddle Mac UNIFORM INSTRUMENT Form 3156 3/08 Section 2c: Home Affordable Modification Irial Period Plan Customer Copy

Bank of America Mome Loans

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- E Under penalty of perjury, all documents and information I have provided to Servicer pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- F If Servicer requires me to obtain credit counseling, I will do so.
- The Trial Period Plan. On or before each of the following due dates, I will pay the Servicer 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. \$1,089.13.

Trial Period Payment #	Trial Period Payment	Due Date On or Before	
1	\$1,089.13	January 01, 2010	
2	\$1,089.13	February 01, 2010	
3	\$1,089.13	March 01, 2010	

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 Servicer 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 Servicer 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 Servicer 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 Servicer 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 Servicer 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;

BAC Home Loans Şervicing, LP is a subsidiary of Bank of America, N.A. HOME AFFORDAGLE MODIFICATION PROGRAM TRIAL PERIOD PLAN-Single Family-Fannie Mae/Freddie Mae UNIFORM INSTRUMENT Form 3156 3/09

#### Section 2c: Home Affordable Modification Trial Period Plan Customer Copy

### Bank of America Home Loans

- F If prior to the Modification Effective Date, (i) the Servicer 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 Servicer 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 Servicer 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 Servicer 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.
- 3. The Modification. I understand that once Servicer 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 Servicer 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 Servicer 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. Upon execution of a Modification Agreement by the Servicer and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Servicer 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 Servicer 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 Servicer'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.
  - 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 Servicer and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A. HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN-Single Family-Fannle MacFreddle Mac UNIFORM INSTRUMENT Form 3156 3/09

DOUGLAS E SLYMAN	N	ated:		
BAC Home Loans Serv By: Date	vicíng, LP			
*				

## **TAB 36**

	Case 1:10-md-02193-RWZ Document 39 Filed 04/05/11 Page 48 of 59			
1	HONORABLE RYA W. ZOBEL			
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7	UNITED STATES DISTRICT COURT, DISTRICT OF MASSACHUSETTS			
8				
9	IN RE BANK OF AMERICA HOME AFFORDABLE MODIFICATION PROGRAM			
10	(HAMP) CONTRACT LITIGATION No. 1:10-md-2193 RWZ			
11 12				
12				
14	DECLARATION OF FATIMA TARIN			
15	I, Fatima Tarin, declare as follows:			
16	1. I have been the owner of a home located at 8745 Koto Drive, Elk Grove, CA 95824 since July 7, 2005.			
17 18	2. My mortgage loan is currently being serviced by BAC Home Loans Servicing, LP.			
19	3. Starting in 2009, I began to experience financial hardship and became worried that I would fall behind on my mortgage payments.			
20	4. In late 2009, I applied for a HAMP loan modification and provided documents to BAC Home Loans Servicing, LP verifying my financial circumstances.			
21	5. In response to this application, BAC Home Loans Servicing, LP offered me a Trial			
22	Period Plan (TPP) Agreement. The TPP Agreement contemplated a three month trial period beginning on May 1, 2010 and ending on July 1, 2010.			
23 24	6. I accepted BAC Home Loans Servicing, LP's offer by returning the signed TPP Agreement to BAC Home Loans Servicing, LP before the due date of May 1, 2010. A true and			
25	correct copy of the letter welcoming me to the HAMP program is attached as Exhibit A.			
26	7. I made each of the payments called for in the TPP Agreement in full and on time. BAC Home Loans Servicing, LP accepted each of my payments.			
	DECLARATION OF FATIMA TARIN– 1			

### Case 1:10-md-02193-RWZ Document 39 Filed 04/05/11 Page 49 of 59

My certifications contained in the TPP Agreement were, and continue to be, true and 8. accurate, including my certification that I have provided truthful and accurate information to BAC Home Loans Servicing, LP throughout this entire process. 2

3 9. I have provided BAC Home Loans Servicing, LP with all of the documents and information it requested and have, in fact, sent the same documents on multiple occasions in 4 response to demands from BAC.

5 It was my understanding that if I complied with the TPP Agreement, I would be 10. offered a HAMP permanent modification by BAC Home Loans Servicing, LP at the end of the 6 trial period.

Despite my fully complying with the terms of the TPP Agreement, BAC Home Loans 11. Servicing, LP did not offer me a HAMP permanent modification at the close of the trial period, nor did they give me any answer within this time frame.

I made eight additional payments beyond the end of the trial period because I continued 12. to believe that I should be given a permanent HAMP modification.

13. In October, 2010, I was notified by BAC Home Loans Servicing, LP that I was not going to receive a HAMP permanent modification.

Subsequently, BAC Home Loans Servicing, LP accelerated my note and authorized 14. foreclosure proceedings to begin against my home.

I have been informed that my account has been assessed fees and charges that are more 15. than I would have been charged if I had been given a permanent modification complying with HAMP rules as promised. I also believe that my credit score has been adversely affected because of negative reporting BAC Home Loans Servicing, LP's has made.

16. I am currently facing the prospect of losing my home and seeking to rent a place for my family to live. I understand that finding a rental will be more difficult and more expensive with damaged credit.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March \_\_\_\_\_, 2011.

Fatima Tarin

DECLARATION OF FATIMA TARIN-2

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8. My certifications contained in the TPP Agreement were, and continue to be, true and accurate, including my certification that I have provided truthful and accurate information to BAC Home Loans Servicing, LP throughout this entire process.

9. I have provided BAC Home Loans Servicing, LP with all of the documents and information it requested and have, in fact, sent the same documents on multiple occasions in response to demands from BAC.

10. It was my understanding that if I complied with the TPP Agreement, I would be offered a HAMP permanent modification by BAC Home Loans Servicing, LP at the end of the trial period.

11. Despite my fully complying with the terms of the TPP Agreement, BAC Home Loans Servicing, LP did not offer me a HAMP permanent modification at the close of the trial period, nor did they give me any answer within this time frame.

12. I made eight additional payments beyond the end of the trial period because I continued to believe that I should be given a permanent HAMP modification.

13. In October, 2010, I was notified by BAC Home Loans Servicing, LP that I was not going to receive a HAMP permanent modification.

14. Subsequently, BAC Home Loans Servicing, LP accelerated my note and authorized foreclosure proceedings to begin against my home.

15. I have been informed that my account has been assessed fees and charges that are more than I would have been charged if I had been given a permanent modification complying with HAMP rules as promised. I also believe that my credit score has been adversely affected because of negative reporting BAC Home Loans Servicing, LP's has made.

16. I am currently facing the prospect of losing my home and seeking to rent a place for my family to live. I understand that finding a rental will be more difficult and more expensive with damaged credit.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 3/30, 2011.

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DECLARATION OF FATIMA TARIN-2 010176-16 435809 V1

# EXHIBIT A

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Case 1:10-md-02193-RWZ Document 39 Filed 04/05/11 Page 52 of 59

Section 2c: Home Afferdable Modification Irial Period Plan Customer Copy

Bankof America 🕪 Home Loans

Investor Loan # 6111

## HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN (Customer Copy)

Trial Period Plan Effective Date: May 1, 2010

Borrower ("I")1: FATIMA TARIN

Servicer ("Servicer"): BAC Home Loans Servicing, LP

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): July 7, 2005

Loan Number: 6111

Property Address ("Property"): 8745 KOTO DRIVE, ELK GROVE, CA 95624

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 Servicer 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 Servicer, the Servicer 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 Servicer sign it and Servicer provides me with a copy of this Plan with the Servicer's signature.

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

- A I am unable to afford my mortgage payments for the reasons indicated in my Request for Modification and Affidavit (RMA) 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);

<sup>1</sup> 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.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN-Bingle Family-Pannie Mae/Freddle Mac UNIFORM INBTRUMENT Form 3184 3/09

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## **TAB 37**

	HONORABLE RYA W. ZOB
UNITED STATES DIS DISTRICT OF MAS	STRICT COURT, SACHUSETTS
IN RE BANK OF AMERICA HOME AFFORDABLE MODIFICATION PROGRAM (HAMP) CONTRACT LITIGATION	No. 1:10-md-2193 RWZ
Martin and Construction of the state of the state of the state	1.41.526.079.029.000.0
DECLARATION OF ANA	A MARIA TORRICO
I, Ana Maria Torrico, declare as follows:	
1. I have been the owner of a home located a since March 1989.	at 2692 Ridge Drive, Broomfield, CO 8002
2. My mortgage loan is currently being servi	iced by BAC Home Loans Servicing, LP.
3. Starting in 2009, I began to experience fir would fall behind on my mortgage payments.	nancial hardship and became worried that I
4. In 2009, I applied for a HAMP loan modi Home Loans Servicing, LP verifying my financial	fication and provided documents to BAC circumstances.
5. In response to this application, BAC Hom Period Plan (TPP) Agreement. The TPP Agreement beginning on March, 1, 2010 and ending on May 1,	it contemplated a three month trial period
6. I accepted BAC Home Loans Servicing, I Agreement to BAC Home Loans Servicing, LP bef the TPP that I sent is attached as Exhibit A.	P's offer on by returning the signed TPP ore the due date. A true and correct copy o
7. I made each of the payments called for in Home Loans Servicing, LP accepted each of my pa	the TPP Agreement in full and on time. B. yments.
DECLARATION OF ANA MARIA TORRICO - 1	
010176-16 432629 V1	

8. My certifications contained in the TPP Agreement were, and continue to be, true and accurate, including my certification that I have provided truthful and accurate information to BAC Home Loans Servicing, LP throughout this entire process.

9. I have provided BAC Home Loans Servicing, LP with all of the documents and information it requested and have, in fact, sent the same documents on multiple occasions in response to demands from BAC.

10. It was my understanding that if I complied with the TPP Agreement, I would be offered a HAMP permanent modification by BAC Home Loans Servicing, LP at the end of the trial period.

11. Despite my fully complying with the terms of the TPP Agreement, BAC Home Loans Servicing, LP did not offer me a HAMP permanent modification at the close of the trial period, nor did they give me any answer within this time frame.

12. I made nine additional payments beyond the end of the trial period because I continued to believe that I should be given a permanent HAMP modification.

13. On December 20, 2010, I was notified by BAC Home Loans Servicing, LP that I was not going to receive a HAMP permanent modification.

12 14. Subsequently, BAC Home Loans Servicing, LP accelerated my note and authorized foreclosure proceedings to begin against my home.

15. I have been informed that my account has been assessed fees and charges that are more
 than I would have been charged if I had been given a permanent modification complying with
 HAMP rules as promised. I also believe that my credit score has been adversely affected
 because of negative reporting BAC Home Loans Servicing, LP's has made.

16. I am currently facing the prospect of losing my home and secking to rent a place for my family to live. I understand that finding a rental will be more difficult and more expensive with damaged credit.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March <u>24</u>, 2011.

Iaria Torrico

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DECLARATION OF ANA MARIA TORRICO – 2 010176-16 432629 V1

# **EXHIBIT A**

Section 2c: Home Afforcable Modification Trial Period Plan Customer Cocy

Bank of America 🌮 Home Loans

Investor Loan # 2429

### HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN (Customer Copy)

Trial Period Plan Effective Date: March 1, 2010 Borrower ("I")<sup>1</sup>: ANA MARIA TORRICO Servicer ("Servicer"): BAC Home Loans Servicing, LP Date of first lien Security Instrument ("Mortgage") and Note ("Note"): December 26, 2006 Loan Number: 1478 Property Address ("Property"): 2692 RIDGE DRIVE, BROOMFIELD, CO 80020

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 Servicer 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 Servicer, the Servicer 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 Servicer sign it and Servicer provides me with a copy of this Plan with the Servicer's signature.

1. My Representations. I certify, represent to Servicer 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);

<sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "!". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

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HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN-Single Family-Fannis Mas/Freddle Mac UNIFORM INSTRUMENT Form 3168 3/09

#### Section 2c: Home Affordable Modification Trial Period Plan Customer Copy

Bank of America 🌮 Home Loons

- E Under penalty of perjury, all documents and information I have provided to Servicer pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- F If Servicer requires me to obtain credit counseling, I will do so.
- 2. The Trial Period Plan. On or before each of the following due dates, I will pay the Servicer 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. \$690.68.

Trial Period	Trial Period	Due Date
Payment #	Payment	On or Before
1	\$690,68	March 01, 2010
2	\$690.68	April 01, 2010
3	\$690.68	May 01, 2010

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 Servicer 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 Servicer 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 Servicer 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 Servicer 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 Servicer 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;

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### Section 2c: Home Affordable Modification Trial Period Plan Customer Copy

### Bank of America 🦈 Home Loans

- F If prior to the Modification Effective Date, (i) the Servicer 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 Servicer 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 Servicer 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 Servicer 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.
- 3. The Modification. I understand that once Servicer 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 Servicer 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 Servicer 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. Upon execution of a Modification Agreement by the Servicer and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Servicer 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 Servicer 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 Servicer'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.
  - 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 Servicer and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A. HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN-Single Family-Fannis Mee/Freddio Mac UNIFORM INSTRUMENT Form \$155 3/09