

TAB 30

HONORABLE RYA W. ZOBEL

UNITED STATES DISTRICT COURT,
DISTRICT OF MASSACHUSETTS

IN RE BANK OF AMERICA HOME
AFFORDABLE MODIFICATION PROGRAM
(HAMP) CONTRACT LITIGATION

No. 1:10-md-2193RWZ

DECLARATION OF TIMOTHY RIVAS

I, Timothy Rivas, declare as follows:

1. I have been the owner of a home located at 3923 Pridmore Court, Concord, CA 94521 since October, 2003.
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.
4. In April, 2010, I applied for a HAMP loan modification and provided documents to BAC Home Loans Servicing, LP verifying my financial circumstances.
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 June 1, 2010 and ending on August 1, 2010.
6. I accepted BAC Home Loans Servicing, LP's offer on April 26, 2010. 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.
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 TIMOTHY RIVAS- 1

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

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

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

7 11. Despite my fully complying with the terms of the TPP Agreement, BAC Home Loans
8 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.

9 12. I made 5 additional payments beyond the end of the trial period because I
10 continued to believe that I should be given a permanent HAMP modification.

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

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

14 15. 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
16 because of negative reporting BAC Home Loans Servicing, LP's has made.

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

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

20 Executed on February 24, 2011.

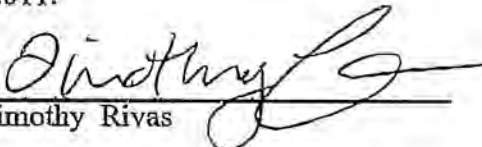
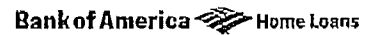
21 
22 Timothy Rivas

EXHIBIT A



Investor Loan # [REDACTED] 4334

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

Trial Period Plan Effective Date: 6/1/2010
Borrower ("I"): TIMOTHY RIVAS
Servicer ("Servicer"): BAC Home Loans Servicing, LP
Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 12/15/2005
Loan Number: [REDACTED] 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);

¹ 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.



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

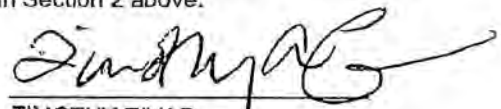


Section 2c: Home Affordable Modification Trial Period Plan
Step 1- Customer Copy

- 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.
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.
 - 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


TIMOTHY RIVAS
4-26-2010
Date

By: _____

Date



TAB 31

HONORABLE RYA W. ZOBEL

UNITED STATES DISTRICT COURT,
DISTRICT OF MASSACHUSETTS

IN RE BANK OF AMERICA HOME
AFFORDABLE MODIFICATION PROGRAM
(HAMP) CONTRACT LITIGATION

No. 1:10-md-2193 RWZ

DECLARATION OF DAVID ROCCA

I, David Rocca, declare as follows:

1. I have been the owner of a home located at 3115 Tamworth Way, Sacramento CA 95833 since January, 2005.
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.
4. In 2009, I applied for a HAMP loan modification and provided documents to BAC Home Loans Servicing, LP verifying my financial circumstances.
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.
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.
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.

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

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

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

7 11. Despite my fully complying with the terms of the TPP Agreement, BAC Home Loans
8 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.

9 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.

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

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

14 15. 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
16 because of negative reporting BAC Home Loans Servicing, LP's has made.

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

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

20 Executed on March 16, 2011.

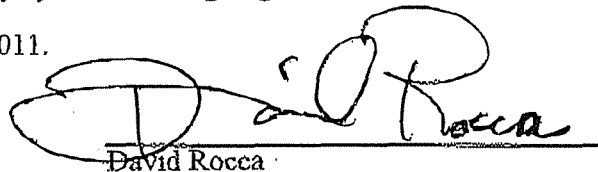
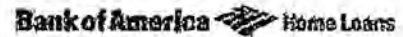
21 
22 David Rocca

EXHIBIT A

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



Investor Loan # [REDACTED] 8591

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

Trial Period Plan Effective Date: February 1, 2010

Borrower ("I")¹: DAVID ROCCA

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

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): October 14, 2005

Loan Number: [REDACTED] 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.

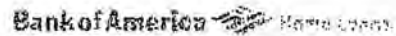
1. My Representations. I certify, represent to Servicer and agree:

- 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);

¹ 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—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3152 2/09





- 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. \$1,197.20.

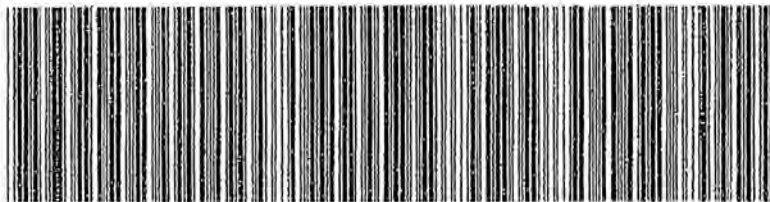
Trial Period Payment #	Trial Period Payment	Due Date On or Before
1	\$1,197.20	February 01, 2010
2	\$1,197.20	March 01, 2010
3	\$1,197.20	April 01, 2010

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, 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/Freddie Mac UNIFORM INSTRUMENT Form 3166 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--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3168 3/09



TAB 32

HONORABLE RYA W. ZOBEL

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UNITED STATES DISTRICT COURT,
DISTRICT OF MASSACHUSETTS

IN RE BANK OF AMERICA HOME
AFFORDABLE MODIFICATION PROGRAM
(HAMP) CONTRACT LITIGATION

No. 1:10-md-2193 RWZ

DECLARATION OF AURORA L. SERRANO

I, Aurora L. Serrano, declare as follows:

1. I have been the owner of a home located at 1919 La Cana Drive, Hacienda Heights, CA 91745, since 1974.
2. My mortgage loan is currently being serviced by BAC Home Loans Servicing, LP.
3. Starting in 2008, I began to experience financial hardship and ultimately fell behind on my mortgage payments.
4. In August, 2009 I applied for a HAMP loan modification, providing documents to BAC Home Loans Servicing, LP verifying my financial circumstances.
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 September 1, 2009 and ending on November 1, 2009.
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.
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.

1
2 8. My certifications contained in the TPP Agreement were and continue to be accurate,
3 including my certification that I have provided truthful and accurate information to BAC Home
4 Loans Servicing, LP throughout this entire process.

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

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

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

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

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

20 14. Subsequently, BAC Home Loans Servicing, LP accelerated my note and authorized
21 foreclosure proceedings to begin against my home. The sale date was previously set for March
22 2, 2011.

23 15. I have been informed that my account has been assessed fees and charges that are more
24 than I would have been charged if I had been given a permanent modification complying with
25 HAMP rules as promised. I also believe that my credit score has been adversely affected
26 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 to live.
I understand that finding a rental will be more difficult and more expensive with damaged
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.

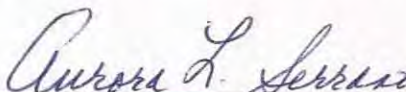

Aurora L. Serrano

EXHIBIT A

Loan # [REDACTED] 0438

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

Trial Period Plan Effective Date: September 1, 2008

Borrower ("I")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: [REDACTED] 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.

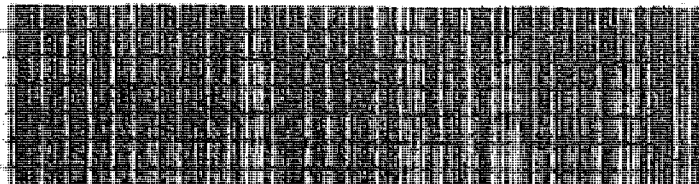
If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) 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 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);
- 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 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.

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HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN—Single Family—Fixed Rate—Fixed Rate UNIFORM INSTRUMENT Form 3156 3/09



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. \$1,483.17:

Trial Period Payment #	Trial Period Payment	Due Date On or Before
1	\$1483.17	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 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



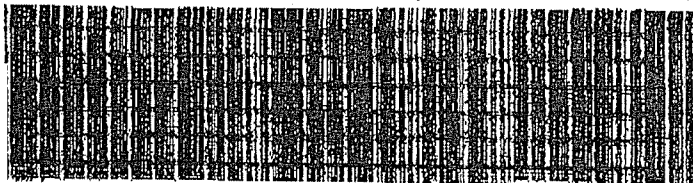
and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and

- 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.



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

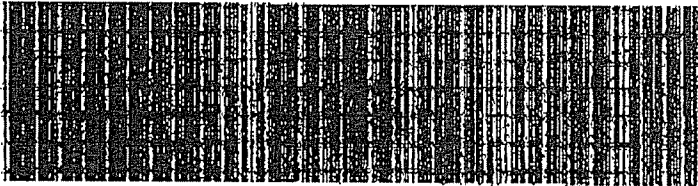
Aurora L. Serrano 8/17/09
AURORA L. SERRANO
Aurora L. Serrano

BAC Home Loans Servicing, LP

By: _____

Date

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HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 315B 3/09



TAB 33

HONORABLE RYA W. ZOBEL

UNITED STATES DISTRICT COURT,
DISTRICT OF MASSACHUSETTS

IN RE BANK OF AMERICA HOME
AFFORDABLE MODIFICATION PROGRAM
(HAMP) CONTRACT LITIGATION

No. 1:10-md-2193 RWZ

DECLARATION OF LESLIE SMITH

I, Leslie Smith, declare as follows:

1. I have been the owner of a home located at 16 Hopkinson Court, Bernards, NJ 07920, since 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.

4. In late 2009 I applied for a HAMP loan modification and provided documents to BAC Home Loans Servicing, LP verifying my financial circumstances.

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.

6. I accepted BAC Home Loans Servicing, LP's 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.

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 LESLIE SMITH - 1

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

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

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

7 11. Despite my fully complying with the terms of the TPP Agreement, BAC Home Loans
8 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.

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

11 13. In June, 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
13 foreclosure proceedings to begin against my home.

14 15. 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 16. I am currently facing the prospect of losing my home and seeking to rent a place for my
17 family to live. I understand that finding a rental will be more difficult and more expensive with
damaged credit.

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

19 Executed on March 17, 2011.


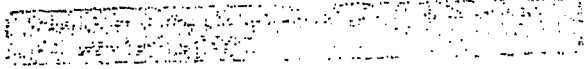
20
21 
22 Leslie Smith

EXHIBIT A



Bank of America Home Loans

Investor Loan # [REDACTED] 8947

**HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN
(Mortgage Servicer Copy 2)**

Trial Period Plan Effective Date: January 1, 2010

Borrower ("I"): LESLIE A SMITH

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

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): November 9, 2005

Loan Number: [REDACTED] 8947

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

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.

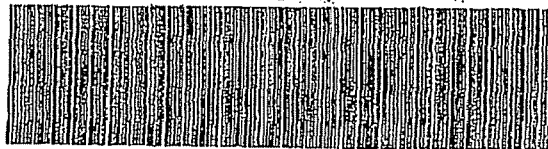
If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) 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);

¹ If there is more than one Borrower or Mortgagee 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.

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HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN - Single Family- Family-First-Second-Deed (BAC FORM INSTRUMENT Form 5160 3/09)





Bank of America Home 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. \$2,970.42

Trial Period Payment #	Trial Period Payment	Due Date On or Before
1	\$2,970.42	January 01, 2010
2	\$2,970.42	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 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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 HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN-Single Family-Fannie/Freddie Mac CARMEN INSTRUMENT Form 3165 3/09





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-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 2150 3/09





Bank of America Home Loans

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

LESIE A SMITH _____ Dated: _____

BAC Home Loans Servicing, LP

By: _____

Date: _____

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HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN - Single Family - Fixed Rate Fully Amortizing 1250018 DISTRIBUTION Form 3152 2009



0344 1070

TAB 34

HONORABLE RYA W. ZOBEL

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UNITED STATES DISTRICT COURT,
DISTRICT OF MASSACHUSETTS

IN RE BANK OF AMERICA HOME
AFFORDABLE MODIFICATION PROGRAM
(HAMP) CONTRACT LITIGATION

No. 1:10-md-2193 RWZ

DECLARATION OF DAVID STANLEY

I, David Stanley, declare as follows:

1. I have been the owner of a home located at 601 West School Street, Cotati, CA 94931 since 1999.
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.
4. In 2010, I applied for a HAMP loan modification and provided documents to BAC Home Loans Servicing, LP verifying my financial circumstances.
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 March 1, 2010 and ending on May 1, 2010.
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 March 1, 2010. A true and correct copy of the TPP that I sent is attached as Exhibit A.
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.

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

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

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

7 11. Despite my fully complying with the terms of the TPP Agreement, BAC Home Loans
8 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.

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

11 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.

12 14. I have been informed that my account has been assessed fees and charges that are more
13 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
14 because of negative reporting BAC Home Loans Servicing, LP's has made.

15 15. I am 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.

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

18 Executed on March 30, 2011.

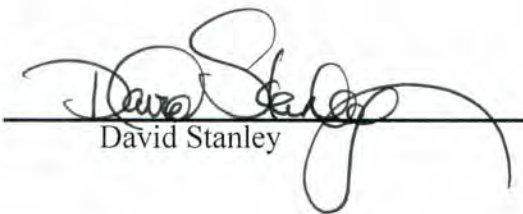
19 
20 _____
21 David Stanley
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EXHIBIT A

Investor Loan # [REDACTED] 6927

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

Trial Period Plan Effective Date: March 1, 2010

Borrower ("I")¹: DAVID STANLEY

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

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): June 6, 2006

Loan Number: [REDACTED] 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);

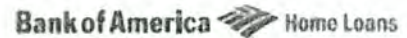
¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

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

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



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



- 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;

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HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3166 3/09



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

Bank of America  Home Loans

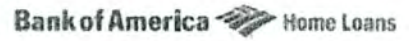
- F If prior to the Modification Effective Date, (i) the Servicer does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Servicer determines that my representations in Section 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--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3156 3/09



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



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

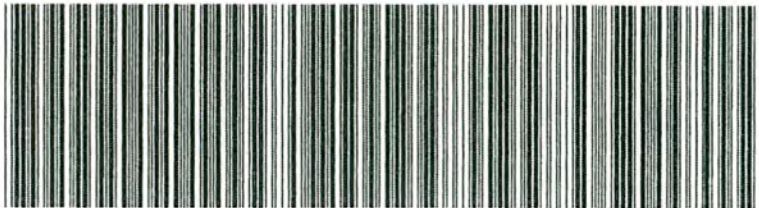
David Stanley Dated: 3-1-10
DAVID STANLEY

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--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3166 3/09



TAB 35

HONORABLE RYA W. ZOBEL

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UNITED STATES DISTRICT COURT,
DISTRICT OF MASSACHUSETTS

IN RE BANK OF AMERICA HOME
AFFORDABLE MODIFICATION PROGRAM
(HAMP) CONTRACT LITIGATION

No. 1:10-md-2193 RWZ

DECLARATION OF DOUGLAS E. SLYMAN

I, Douglas E. Slyman, declare as follows:

1. I have been the owner of a home located at 6345 N. Old State Road, Ashley, OH 43003 since 1998.
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.
4. In December 2009, I applied for a HAMP loan modification and provided documents to BAC Home Loans Servicing, LP verifying my financial circumstances.
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.
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.
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.

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

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

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

7 11. Despite my fully complying with the terms of the TPP Agreement, BAC Home Loans
8 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.

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

11 13. 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
13 foreclosure proceedings to begin against my home.

14 15. 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 16. I am currently facing the prospect of losing my home and seeking to rent a place for my
17 family to live. I understand that finding a rental will be more difficult and more expensive with
damaged credit.

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

19 Executed on March 30, 2011.

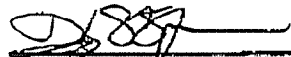
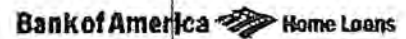
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21 
22 _____
Douglas E. Slyman

EXHIBIT A

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



Investor Loan # [REDACTED] 8389

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

Trial Period Plan Effective Date: January 1, 2010

Borrower ("I")¹: 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: [REDACTED] 8389

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);

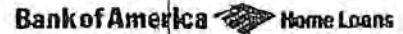
¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

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

HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3156 3/08



**Section 2c: Home Affordable Modification Trial Period Plan
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 counselling, 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. \$1,089.13.

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 Servicing, LP is a subsidiary of Bank of America, N.A.
HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3168 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—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3156 3/09



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



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

_____ Dated: _____
DOUGLAS E SLYMAN

_____ Dated: _____
JANET E SLYMAN

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—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3155 3/09



TAB 36

HONORABLE RYA W. ZOBEL

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UNITED STATES DISTRICT COURT,
DISTRICT OF MASSACHUSETTS

IN RE BANK OF AMERICA HOME
AFFORDABLE MODIFICATION PROGRAM
(HAMP) CONTRACT LITIGATION

No. 1:10-md-2193 RWZ

DECLARATION OF FATIMA TARIN

I, Fatima Tarin, declare as follows:

1. I have been the owner of a home located at 8745 Koto Drive, Elk Grove, CA 95824 since July 7, 2005.
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.
4. In late 2009, I applied for a HAMP loan modification and provided documents to BAC Home Loans Servicing, LP verifying my financial circumstances.
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 May 1, 2010 and ending on July 1, 2010.
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 correct copy of the letter welcoming me to the HAMP program is attached as Exhibit A.
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.

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

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

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

7 11. Despite my fully complying with the terms of the TPP Agreement, BAC Home Loans
8 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.

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

11 13. In October, 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
13 foreclosure proceedings to begin against my home.

14 15. 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 16. I am currently facing the prospect of losing my home and seeking to rent a place for my
17 family to live. I understand that finding a rental will be more difficult and more expensive with
damaged credit.

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

19 Executed on March _____, 2011.

20
21 _____
22 Fatima Tarin
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1 8. My certifications contained in the TPP Agreement were, and continue to be, true and
2 accurate, including my certification that I have provided truthful and accurate information to
BAC Home Loans Servicing, LP throughout this entire process.

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

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

7 11. Despite my fully complying with the terms of the TPP Agreement, BAC Home Loans
8 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.

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

11 13. In October, 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
13 foreclosure proceedings to begin against my home.

14 15. 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 16. I am currently facing the prospect of losing my home and seeking to rent a place for my
17 family to live. I understand that finding a rental will be more difficult and more expensive with
damaged credit.

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

19 Executed on March 3/30, 2011.

20
21 
22 Fatima Tarin

EXHIBIT A

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



Investor Loan # [REDACTED] 8111

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: [REDACTED] 8111

Property Address ("Property"): 8745 KOTO DRIVE, ELK GROVE, CA 95824

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);

¹ 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 - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3156 3/09



TAB 37

HONORABLE RYA W. ZOBEL

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UNITED STATES DISTRICT COURT,
DISTRICT OF MASSACHUSETTS

IN RE BANK OF AMERICA HOME
AFFORDABLE MODIFICATION PROGRAM
(HAMP) CONTRACT LITIGATION

No. 1:10-md-2193 RWZ

DECLARATION OF ANA MARIA TORRICO

I, Ana Maria Torrico, declare as follows:

1. I have been the owner of a home located at 2692 Ridge Drive, Broomfield, CO 80020 since March 1989.

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.

4. In 2009, I applied for a HAMP loan modification and provided documents to BAC Home Loans Servicing, LP verifying my financial circumstances.

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 March, 1, 2010 and ending on May 1, 2010.

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.

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 ANA MARIA TORRICO - 1

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

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

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

7 11. Despite my fully complying with the terms of the TPP Agreement, BAC Home Loans
8 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.

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

11 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
13 foreclosure proceedings to begin against my home.

14 15. 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 16. I am currently facing the prospect of losing my home and seeking to rent a place for my
17 family to live. I understand that finding a rental will be more difficult and more expensive with
damaged credit.

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

19 Executed on March 24, 2011.

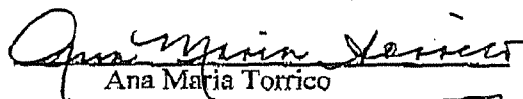
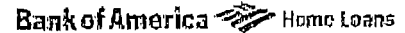
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EXHIBIT A

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



Investor Loan # [REDACTED] 2429

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

Trial Period Plan Effective Date: March 1, 2010

Borrower ("I")¹: 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: [REDACTED] 7478

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.

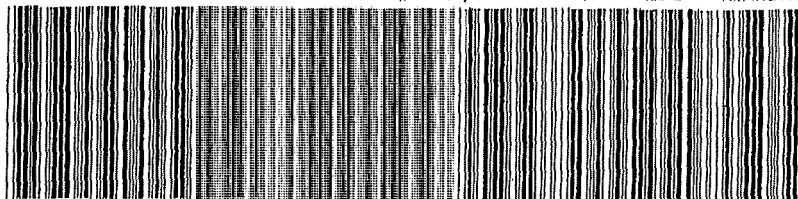
If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) 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);

¹ 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.

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HOME AFFORDABLE MODIFICATION PROGRAM TRIAL PERIOD PLAN—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3168 3/09



**Section 2c: Home Affordable Modification Trial Period Plan
Customer Copy**Bank of America  Home 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. \$690.68.

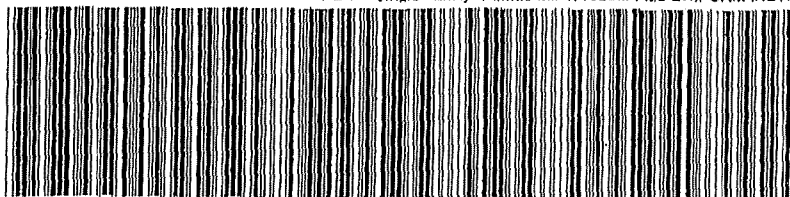
Trial Period Payment #	Trial Period Payment	Due Date On or Before
1	\$690.68	March 01, 2010
2	\$690.68	April 01, 2010
3	\$690.68	May 01, 2010

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 2e: Home Affordable Modification Trial Period Plan
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- 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.

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