

Bank of America, N.A.  
PO Box 32690  
Tampa, FL 33631-3690

December 31, 2015

  
Portage, MI 49024-1123

Loan Number: 6378

Dear 

We are pleased to inform you that you are approved to start a Trial Period Plan under the following program: **Bank of America Loan Modification Program**. This is the next step toward qualifying for affordable mortgage payments.

Please read the information below so that you understand all the steps you need to take to permanently modify your mortgage through this program.

#### How to accept this offer

To accept this offer, you must make your first Trial Period Plan payment by 02/01/2016. Instead of your normal monthly mortgage payments, you must pay the exact amount of your Trial Period Plan payments. In order to receive your permanent modification it is very important that you make your payments on time and in the right amount.

Send in your monthly Trial Period Plan payments instead of your normal monthly mortgage payments as follows:

#### Trial Period Plan

- 1<sup>st</sup> payment: \$1,286.60 by 02/01/2016
- 2<sup>nd</sup> payment: \$1,286.60 by 03/01/2016
- 3<sup>rd</sup> payment: \$1,286.60 by 04/01/2016

#### What you need to know

- Please carefully review the enclosed *Frequently Asked Questions and Additional Trial Period Plan Information and Legal Notices*.
- You have the following ways to make your trial payments. To pay by mail, use the payment coupons included in this package. To pay by phone, please call 800.669.6650 and we will help you reach our payment processing department. The payment may be able to be deducted directly from your checking account, if applicable. (There are no fees to make your payment by phone during the trial period.)

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.

**Congratulations! You are approved for a trial modification.**

**Make your first trial payment to accept this trial loan modification offer.**

- If you continue to meet all of the eligibility requirements after you make all trial period payments on time, and in the exact amount that is due, your mortgage will be permanently modified. **We must receive each payment on time and in the month in which it is due. If you miss a payment or do not comply, this offer will end and your loan will not be modified.** If your last trial period payment is made after the third day of the month in which it is due, we may extend your Trial Period Plan by an extra month. Please continue to make payments in the amount noted in your Trial Period Plan until you receive your fully executed permanent modification documents from us.

If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for information purposes only and is not an attempt to impose personal liability for the debt.

### **How we evaluated your request**

In an effort to find the best available loan assistance program for which you are eligible, we evaluate your financial information against the list of assistance programs available to you in the order required by your investor. Once we determine that you qualify for a particular program, we offer it to you. Depending upon where the offered program is in that order, there may be other programs lower in the list that we are unable to offer you under investor requirements. We are required under applicable law to identify these programs for you. The attachment to this letter lists the program you are approved for (if any), those that you did not qualify for after we reviewed your information, and any programs in the order that we are unable to offer you.

### **We are here to help**

If you cannot afford the Trial Period Plan payments shown above but want to remain in your home, or if you have decided to leave your home but want to avoid foreclosure, please call us. Additionally, please visit [bankofamerica.com/homeloanassistance](http://bankofamerica.com/homeloanassistance) for more information.

If you have any questions, please call me at 800.669.6650 Monday through Friday 8 a.m. to 5 p.m. local time.


**We are glad you have been approved for a Trial Period Plan offer. Start today by making your first trial period payment.**


Eric Springer  
Home Loan Team  
Bank of America, N.A.

**Enclosures: (1) Frequently Asked Questions (2) Results of the Evaluation (3) Additional Trial Period Plan Information and Legal Notices (4) Payment Coupons (5) Return Envelope**

Written Notices of Error, Requests for Information, and Qualified Written Requests (as defined in RESPA) must be sent to:  
Bank of America  
PO Box 942019  
Simi Valley, CA 93094-2019

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act (SCRA) and similar state laws provide significant protections and benefits to eligible military service personnel. However, military service and/or SCRA qualification may not necessarily prevent foreclosure. If your loan is in default, a court may authorize foreclosure. If you are having difficulty making your payments, please call us as soon as you can so we can discuss various home retention options. You can reach our Enterprise Military Benefits Unit at 877.345.0693. From outside the U.S., please call us at 817.245.4094. Both numbers are available 24 hours a day, 7 days a week. Homeowner counseling is also available at agencies such as Military OneSource at [militaryonesource.mil](mailto:militaryonesource.mil) or 800.342.9647 and Armed Forces Legal Assistance at [legalassistance.law.af.mil](mailto:legalassistance.law.af.mil), and through HUD-approved housing counseling agencies, which you can find at [hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm).

Equal Housing Lender. 

 Protect your personal information before recycling this document.

## Frequently Asked Questions

### Q. What is a Trial Period Plan?

A Trial Period Plan sets your trial payments at an amount that we estimate your permanent modification payment will be, and allows you to show you can make modified payments in full and on time. If you do not make these payments, we will assume that the modification will not suit your needs and your loan will not be modified.

Your existing loan terms will remain in effect and unchanged during the Trial Period Plan and you will continue to receive monthly statements that will show the payment amount based on your existing home loan agreement. However, please pay only the new Trial Period Plan payment amount instead of your regular payment amount until you hear from us about a permanent home loan modification.

### Q. How was my new payment in the trial period determined?

Your loan was evaluated for all the available modification programs to find the program that benefits you the most. Your Trial Period Plan payment is an estimate of what your payments would be if you complete your trial period and enter into a permanent home loan modification. If the property is your primary residence, your Trial Period Plan payment was based on your total gross monthly income. If the property is an investment property or second home, your trial period payment is based on actual or anticipated rental cash flow. Please be aware that this is just an estimate and could change based on payment and advance activity that occurs during the Trial Period. Final specific terms will be included in your permanent Modification Agreement, but we don't expect the amount of your payment to change significantly from the Trial Payment.

If you do not already have an escrow account to pay your property taxes and insurance, you may be required to have one as part of the modification of your loan. Any previous escrow waivers no longer apply.

### Q. What happens if I have other optional products or credit insurance?

After your loan closed, if you purchased an optional product such as accidental death insurance or Privacy Assist, where you agreed to have the cost for the optional product added to your mortgage payment, please call us at 800.641.5298 to discuss the choices you may have.

If you have credit insurance, please call us at 800.288.7647 to discuss your credit insurance plan.

### Q. How will I know if my loan will be modified?

We will contact you in writing about the status of your permanent loan modification. You must continue to meet all of the program eligibility requirements, make all of your Trial Period Plan payments on time and return any additional documents that we may require in order to receive a modification.

### Q. What if I made all my required Trial Period Plan payments, but Bank of America, N.A. has not notified me about my permanent loan modification?

Please continue to make payments in the trial payment amount until you are notified about the status of your home loan modification. Due to the large volume of applications we are receiving, there may be a delay in your notification. Payments can be made over the phone or to the same address on the payment coupons:

Bank of America, N.A.  
PO Box 660833  
Dallas, TX 75266-0833

### Q. What else should I know about this offer?

- Please note that if there are parties listed on the title to the property who are not obligated under the note or who have not participated in the modification process, the county recording office and/or the investor may require that those parties sign the permanent modification documents as a condition of recording the permanent modification. If there is such a requirement, we will advise you at the end of your trial period. If any required party fails to sign the permanent modification documents, Bank of America may decline the modification.
- If you make your trial payments on time each month, **we will not conduct a foreclosure sale.**
- If your mortgage is modified under this program, we will waive any late charges assessed during the trial period. Also, we do not charge fees for the modification.

- We will continue to report to credit reporting agencies the status of your loan as well as your entry into a Trial Period Plan, in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association. In addition, your loan will be reported as paying under a partial or modified payment plan during the trial period. **Credit reporting agencies generally consider entering into a plan with reduced payments as an increased credit risk. As a result, entering into a Trial Period Plan may adversely affect your credit score, particularly if you are current on your mortgage or otherwise have a good credit score.** Visit [ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm](http://ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm) for more information about your credit.

## Results of the Evaluation

As part of the evaluation process, we reviewed your loan for options available to you at the time.

### What you are approved for

You have been approved for the following program.

- **Bank of America Loan Modification Program**

Everything you need to know on how to accept the Trial Period Plan offer and what to expect next is explained in the cover letter and enclosures provided in this package.

### Programs you did not qualify for

We determined that you do not meet the eligibility requirements for the following program(s). You may request to be re-evaluated for the following program(s) if you believe our decision is incorrect. Below each reason is a list of required documents (if applicable) we need you to submit with your request if you wish to be re-evaluated. We have also provided instructions in this enclosure on how to request a re-evaluation.

- **Home Affordable Modification Program:** Your loan is not eligible for the reason(s) stated below.
  - We service your loan on behalf of an investor or group of investors that has not given us the contractual authority to modify your loan under the Home Affordable Modification Program. The name of your investor is Ocwen Loan Servicing, LLC.
- **Bank of America Capitalization Loan Modification Program:** Your loan is not eligible for the reason(s) stated below.
  - We service your loan on behalf of an investor or group of investors that has not given us the contractual authority to modify your loan. The name of your investor is Ocwen Loan Servicing, LLC.
- **Home Affordable Modification Tier 2 Program:** Your loan is not eligible for the reason(s) stated below.
  - We service your loan on behalf of an investor or group of investors that has not given us the contractual authority to modify your loan under the Home Affordable Modification Program. The name of your investor is Ocwen Loan Servicing, LLC.

### Programs that are not available to you

We evaluate your financial information against the list of assistance programs available to you in the order required by your investor. Once we determine that you qualify for a particular program, we offer it to you. Depending upon where the offered program is in that order, there may be other programs lower in the list that we are unable to offer you under investor requirements. We are required under applicable law to identify these programs for you.

- **Bank of America Investment Property and Second Home Modification Program**
- **Short Sale programs** where you sell your house at market value and apply the proceeds towards the outstanding loan balance.
- **Deed in lieu of foreclosure programs** where you agree to transfer ownership of your home to us in partial or full satisfaction of the outstanding loan balance.

### How to request a re-evaluation

If you believe our decision is incorrect, you have 30 calendar days from the date of this letter to contact us at 800.854.6885 and provide information to show why our determination of eligibility was in error.

Please fax any required documents to 800.658.9351. Address your fax cover sheet to the attention of **Bank of America, N.A. Appeals Intake** and write your loan number on all pages submitted. Also, keep a copy of all documents you fax to us and proof of your fax submission for your records. Please note that all requests to reconsider the reason(s) for non-approval must be made within 30 calendar days. Any information or documentation we receive from you after this timeframe will not be reviewed.

**If you are in a Federally Declared Disaster area, you may have up to 120 days after the disaster area was designated by the federal government to appeal the decision that your loan is not eligible for the program(s). If you believe you may be in a Federally Declared Disaster area, please call 800.854.6885.**

In addition to the phone numbers provided above, you may contact us by email at [mha\\_decline\\_review@bankofamerica.com](mailto:mha_decline_review@bankofamerica.com). We strongly discourage you from sending personal information via email unless it is sent through a secure, encrypted method. Unencrypted emails are at risk of being intercepted or seen by unauthorized parties. In order to learn more about how to send your information to us securely, please contact us at 800.669.6650, and we can assist you with this process. Please note that Bank of America, N.A. will at no time solicit you to send us confidential information via email.

### **Additional assistance available to you**

You can also seek assistance at no charge from U.S. Department of Housing and Urban Development-approved housing counselors by calling the HOPE Hotline Number (888.995.HOPE). Assistance in understanding this notice is available through the HOPE Hotline and asking for MHA HELP.

### **Required disclosures**

#### NOTICE:

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: Bureau of Consumer Financial Protection, 1700 G Street NW, Washington DC 20006.

Our credit decision was based in whole or in part on information in a report from the consumer reporting agencies listed below. While the information was provided by these agencies, these agencies played no part in our decision and are unable to supply specific reasons for our decision. You have a right under the Fair Credit Reporting Act to obtain a copy of your credit report from the agencies below. The report will be free if you request it within 60 days after you receive this notice. You also have the right to dispute with the agencies below the accuracy or completeness of any information in your report.

Equifax Credit Information Services (EFX)  
PO Box 740241 (orders)  
PO Box 740256 (disputes)  
Atlanta, GA 30374  
[www.equifax.com](http://www.equifax.com)  
800.685.1111 (orders)  
800.685.1111 (disputes)

Trans Union Corporation (TUC)  
PO Box 1000 (orders)  
PO Box 2000 (disputes)  
Chester, PA 19022  
[www.transunion.com](http://www.transunion.com)  
800.888.4213 (orders)  
800.916.8800 (disputes)

Experian (XPN)  
701 Experian Parkway  
PO Box 2002  
Allen, TX 75013-0036  
[www.experian.com/reportaccess](http://www.experian.com/reportaccess)  
888.397.3742 (orders)  
888.397.3742 (disputes)

If you have any questions regarding this notice, call 800.669.6650 or mail a letter to:  
Bank of America, N.A.  
5401 N Beach Street  
Mail Stop: TX2-977-01-34  
Fort Worth, TX 76137

## **Additional Trial Period Plan Information and Legal Notices**

The terms of this offer are accepted and the terms of your Trial Period Plan are effective on the day you make your first trial period payment, provided we receive it on or before the last calendar day of the month in which it is due. You and we also agree as follows:

**Bank of America, N.A. will not proceed to foreclosure sale during the trial period if you are complying with the terms of the Trial Period Plan.**

If your loan was previously referred to foreclosure that is pending before a court while we were evaluating your eligibility for this program, we have asked the court to suspend any scheduled foreclosure sale. In addition, if you make your first trial period payment on time, we will ask the court to suspend the foreclosure process. If you do not comply with the terms of the Trial Period Plan and you do not qualify for other alternatives, your loan will be serviced according to its original terms, which could include foreclosure, subject to applicable law.

Do not ignore any foreclosure notices. To protect your rights under applicable foreclosure law, you may need to respond to foreclosure notices or take other actions. If you have any questions about our foreclosure process and the evaluation of your loan, please call us.

**During the trial period, we may accept your trial period payments and apply them to your account, but that will not affect foreclosure proceedings that have already started.**

We may accept and apply your new payment during the Trial Period Plan. However, this does not waive our acceleration of your loan (i.e., when we tell you that your entire loan amount is now due and payable) or waive the foreclosure action and related activities, and does not cure your loan default unless such payments brings your loan completely up to date.

You agree that Bank of America, N.A. will hold each of your trial period payments that you make in a non-interest bearing account. Once there are enough funds in that account to make your full mortgage payment, we will apply the funds to your loan account to make that payment. At the end of your trial period, there may be funds left in that account because there is not enough to make a full mortgage payment. If so, we will apply those funds to your unpaid principal balance when we permanently modify your loan.

**If your monthly payment did not include escrows for taxes and insurance, you may now be required to have such escrows.**

If an escrow for taxes and insurance is required, you revoke any prior waiver that allowed you to pay directly for taxes and/or insurance and/or any other permissible escrow fees. You agree to establish any required escrow account and to pay required escrows into that account.

**Although your current loan documents or previously modified terms remain in effect, you must make the Trial Period Plan payments instead of the payments required under your loan documents or previous modification.**

Your current mortgage note and security instrument, and any previous loan modification (if any), remain in full force and effect. Nothing in the Trial Period Plan satisfies or releases any obligations in those loan documents.

If you have mortgage insurance on your loan, and if the modified principal balance of your mortgage exceeds the original principal balance, your mortgage insurance premiums may increase, causing your payment to go up. Furthermore, the date on which you may request cancelation of the mortgage insurance may change. For loans on single-family primary residences, federal law allows you to request that mortgage insurance be canceled on either:

- The date the principal balance on your loan is scheduled to reach 80% of the original value of the property; or
- The date the principal balance is reduced to 80% of the original value of the property based on actual payments.

State law or investor guidelines may also allow for the cancelation of mortgage insurance at different times or if your loan is secured by a 2-4 unit property. Please call 800.669.6650 if you have questions about mortgage insurance.

By participating in a trial period or otherwise making a modified payment, you authorize the Lender to share the terms of all of your mortgage loans and your financial and related personal information with (1) lender's employees, subsidiaries, affiliates, contractors, and vendors; (2) governmental authorities; and (3) any investor, insurer, guarantor, and/or servicer (and their employees, subsidiaries, affiliates, contractors, and vendors) of any of your mortgage loans.