



Midland Mortgage
A Division of MidFirst Bank

November 28, 2012

ⓘ Mortgage Assistance Plan Requires Signature
Loan # 51518594
376 KNOLLWOOD DR
THOUSAND OAKS, CA 91320-4839

DAVID N MICHELSON
223 E THOUSAND OAKS BLVD STE 211
SUITE 211
THOUSAND OAKS CA 91360

Read and sign.

To start your plan, sign and return the enclosed documents now.

Dear Homeowner:

Congratulations! You have been approved for a Loan Modification upon your successful completion of the Loan Modification Trial Plan period ("Trial Plan"). Enclosed are the documents we discussed by telephone that require your immediate attention.

What you must do today.

Step 1: Read, sign, and date the enclosed documents and return them to us by 12/12/2012 or 48 hours prior to your scheduled foreclosure date, whichever comes first:

- Loan Modification Trial Plan Agreement ("Agreement")
- Loan Modification Trial Plan Payment Schedule (Exhibit A)

Step 2: Send one copy of all signed and dated documents to us:

Fax	Email	Mail
405-858-3176	dac@midfirst.com	Midland Mortgage Attn: DAC P.O. Box 268806 Oklahoma City, OK 73126

What you must do during the term of this Agreement.

Make all scheduled payments on time	During the term of this Agreement, you must make all scheduled payments on time in accordance with the Loan Modification Trial Plan Payment Schedule (Exhibit A)
Notify us of any changes	Notify us immediately if there are any changes in your financial situation, if you no longer occupy the property as your primary residence, or if any damage occurs to the property during the duration of this Loan Modification Trial Plan Agreement.

Delinquency Assistance Center



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How the Loan Modification Trial Plan works.

Your Loan Modification is designed to cure your current delinquency by modifying one or more terms of your Loan. This may include changing the principal balance of your Loan to include past-due payments (which include principal, interest, and escrow amounts) and, if applicable, certain foreclosure attorney fees and costs and a change of your loan term and interest rate. Your Loan Modification does not cure other fees, costs, or late charges that may be due on your Loan, including any fees incurred in qualifying you for the Loan Modification.

Your Loan Modification consists of two parts:

1. Loan Modification Trial Plan Agreement. This is a short-term agreement that covers a trial period of at least three months. During this trial period you must demonstrate your ability to pay your new modified mortgage payment amount. To be successful, you must make all payments as outlined in the Loan Modification Trial Payment Schedule (Exhibit A).
2. Final Loan Modification. Upon successful completion of your Trial Plan as set forth in the Loan Modification Trial Plan Agreement, the Final Loan Modification documents will be sent for your review and signature. Any delay or failure on your part to return the Final Loan Modification documents in a timely manner may prevent your Loan Modification from being finalized.

If you fail to make all payments on time as required by your Trial Payment Plan Agreement and Loan Modification Trial Plan Payment Schedule (Exhibit A), your Trial Plan will immediately be cancelled and you will no longer be eligible for this Loan Modification.

Call us with questions.

Please call us at 1-800-552-3000, Monday through Friday, 8:00 a.m. to 5:00 p.m. (Central Time) with any questions you may have regarding your plan.

We look forward to receiving your signed documents soon.

Sincerely,

Loss Mitigation Team
Delinquency Assistance Center
Midland Mortgage - A Division of MidFirst Bank

Notice - If you have received a bankruptcy discharge of the debt secured by the Mortgage/Deed of Trust or you are currently in bankruptcy under the protection of the automatic stay, this letter is not an attempt to collect the debt, but any default will need to be cured to avoid foreclosure. If your loan was in default at the time MidFirst Bank acquired servicing of your loan and you have not filed bankruptcy or received a discharge of the debt secured by the Mortgage/Deed of Trust, we are required to advise you that this communication is from a debt collector, this is an attempt to collect a debt, and any information obtained will be used for that purpose.

Delinquency Assistance Center

P.O. Box 268806 · Oklahoma City, OK 73126 · 800-552-3000 · FAX 405-767-5815 · www.MyMidlandMortgage.com



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Loan Modification Trial Plan Agreement

Mortgagor	DAVID N MICHELSON	Loan	51518594
Co-Mortgager			
Mailing Address	223 E THOUSAND OAKS BLVD STE 211 SUITE 211 THOUSAND OAKS, CA 91360	Property Address	376 KNOLLWOOD DR THOUSAND OAKS, CA 91320-4839

Your loan has been approved for a loan Modification. In order to assist you in addressing the delinquency on your loan, MidFirst Bank, acting through its division Midland Mortgage (collectively referred to herein as "Midland") has agreed to offer you this Loan Modification Trial Plan Agreement ("Agreement"). This Agreement allows you to demonstrate the ability to pay the modified mortgage payment prior to your execution of a final Loan Modification Agreement ("Loan Modification"). Any capitalized terms which are not defined herein, shall have the meaning as set forth in your Note and Security Agreement or other loan documents (collectively "Loan Documents").

Payment Schedule

During the term of this Agreement, you agree to make monthly payments in accordance with the Loan Modification Trial Plan Payment Schedule (the "Payment Schedule") attached as Exhibit A to this Agreement and incorporated herein.

- a. Adjustable Rate Loan - If your Loan is an Adjustable Rate Mortgage (ARM), the payment amount set forth on the Payment Schedule may change due to an interest rate adjustment. Please review your original Loan Documents to verify the frequency that the interest rate on your ARM Loan re-sets, as well as the base index rate. In the event your payment amount changes during the term of this Agreement due to an interest rate adjustment, your payment amount set forth in the Payment Schedule will change as well. If your interest rate adjusts causing your payment amount to change, you will receive a letter and new Payment Schedule which will summarize your new payment amount for the remainder of this Agreement.
- b. No "Grace Period" - There is no "grace period" for making the Payment Schedule payments. All payments must be made on or before the payment due dates set forth in the Payment Schedule. If Midland nonetheless accepts a payment from you on a date after the payment due date set forth in the Payment Schedule, Midland's waiver of any such untimely payment shall not be construed as a waiver of strict and timely performance of any future payment which you are required to make under the Payment Schedule or any other term and condition of this Agreement.
- c. Termination of This Agreement for Non-Payment - If you fail to make any payment due as set forth on the Payment Schedule, Midland reserves the right to terminate this Agreement immediately and exercise its rights and remedies provided for in the Loan Documents.



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Loan Due Date

As of 11/26/2012 your loan is due for the 7/1/2012 mortgage payment and subsequent payments.

Late Charges, Outstanding Fees and Costs and Additional Fees and Costs

The following Outstanding Fees and Costs and Late Charges are currently due and payable:

- a. Outstanding Fees and Costs*: \$45.00
- b. Late Charges: \$1,318.40

*Outstanding Fees and Costs may include amounts incurred but not yet billed to the Loan. The Outstanding Fees and Costs amount reflected above is an estimate only and is subject to change based upon the status of your Loan and the services that have been incurred but not yet billed to your Loan. You agree to remain responsible for payment of all outstanding late charges, recording fees, title examination fees, attorney's fees and other costs, fees and expenses incurred as a result of this Agreement, as well as any other costs, fees and expenses now due and owing on your Loan but not yet billed to your Loan. You agree and acknowledge that you have PREVIOUSLY received notice of outstanding Fees and Costs due as of a date certain prior to execution of this Agreement.

In addition, you also acknowledge and agree to be responsible for and pay any other charges, costs, fees and expenses incurred hereafter (the "Additional Fees and Costs"). Failure to make payments by the required due dates on the enclosed Payment Schedule may result in the assessment of additional Late Charges and/or Additional Fees and Costs.

Agreement Execution and Return Required

The offer of this Agreement is withdrawn if you either fail to return the signed and dated Agreement to our office by 12/12/2012 or 48 hours prior to your scheduled foreclosure sale, whichever date is earlier. If you fail to return the signed and dated Agreement within the time frame noted, foreclosure proceedings may continue without further notice to you. We recommend you contact us by telephone at the number noted below to confirm Midland has received the executed Agreement.

Instructions For Making Your Scheduled Payments:

Pay By Mail	Pay By Phone	Pay by Wire
Write your loan # (51518594) on your check and send it to: Midland Mortgage Attn: Cashiers 999 N.W. Grand Blvd, Ste 110 Oklahoma City, OK 73118	1. Call 1-800-552-3000 Mon-Fri · 8AM - 5PM 2. Enter your loan # (51518594) 3. Enter the last four digits of your social security number 4. Select option 3 A \$20 fee will be added to your pay by phone payment.	MidFirst Bank Oklahoma City, OK ABA: 303087995 For credit to account: 701001906 MMC Loan #: 51518594 Attn: Cashiers An \$8 fee will be assessed to your account for each wire transaction. Your bank may also assess its own fee to initiate the transaction.



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Acknowledgment of Conditions to Loan Modification

You acknowledge and agree to the following:

- a. **Completion of the Payment Schedule.** You acknowledge and agree the final Loan Modification is contingent upon your successful completion of the Payment Schedule and the terms and conditions of this Agreement.
- b. **Verification of Lien Position.** You acknowledge and agree the final Loan Modification is contingent upon verification that Midland remains in first lien position following modification of your Loan and there are no outstanding liens and/or judgments against your Property. Upon timely receipt of the first payment in accordance with the Payment Schedule, Midland will order a title search for your Property. Midland will notify you if there is a problem that needs to be resolved before this condition can be satisfied. Upon execution of the Loan Modification by all parties, Midland will obtain title insurance to preserve the lien priority of the original Security Instrument. In addition, Midland is required to record the executed Loan Modification in the appropriate county where the Property is located. In some counties, recording taxes must be paid. This cost will be your responsibility and will be charged to your Loan.

Loan Modification

Upon completion of all the terms and conditions of this Agreement, your Loan will be modified upon your execution of the Loan Modification. The Loan Modification will include past due amounts, including past due interest, escrows advanced (see "Escrow" below) and certain Fees and Costs (see "Late Charges, Outstanding Fees and Costs and Additional Fees and Costs", above), where applicable.

Escrow

The payment amount listed on the Payment Schedule is based on the current status of your escrow account. Generally, the escrow account is reviewed annually and adjustments are made to your monthly payment to reflect fluctuations in the amounts billed for escrow items (such as property taxes and homeowner's insurance). Your escrow account will not be reviewed or adjusted during the term of this Agreement, which may result in an escrow shortage. The escrow account will be placed back on the annual review schedule following completion or termination of this Agreement, and any necessary adjustments to your escrow account will be made at that time. You will be advised of any change to your monthly payment amount following the escrow review.

Optional Insurance Products

This Agreement does not address amounts due for any optional products that you may have elected. Payment for any optional products can be arranged by contacting our Customer Service Department at 1-800-654-4566. Failure to pay the monthly premium for any optional products you have elected may result in termination of the optional product(s).

Condition of Property

By signing this Agreement, you certify the Property has no physical conditions that will adversely affect your continued use of the Property or interfere with your ability to maintain the payments listed on the Payment Schedule. Additionally, by execution of this Agreement, you certify that you occupy the Property and you are committed to occupying the Property as your primary residence during the term of this Agreement.



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Bankruptcy

Unless you have received a discharge of this Loan in bankruptcy, your Loan will continue to report as a delinquent loan to the credit reporting agencies until your Loan is no longer delinquent. If, since the inception of your Loan through the date of this Agreement, you received a discharge in a Chapter 7 bankruptcy and there has been no valid reaffirmation of the underlying debt, Midland is not attempting to re-establish any personal liability for the underlying debt by entering into this Agreement. However, the parties acknowledge that Midland retains certain rights, including but not limited to the right to foreclose its interest in the Property under appropriate circumstances. The parties agree that the consideration for this Agreement is Midland's forbearance from presently exercising its right and pursuing its remedies under the Security Instrument as a result of your default of your obligations there under.

Notices, Collection Calls and Delinquency Assistance Calls

If your Loan is presently delinquent, set for foreclosure, or in bankruptcy, you may continue to receive delinquent notices and collection calls, as well as calls from Midland's Delinquency Assistance Center as necessary, to follow up regarding this Agreement, during the time this Agreement is effective.

Compliance with Loan Documents

Nothing in this Agreement is intended to modify the provisions of your Loan Documents, which remain in full force and effect, except this Agreement modifies the payment schedule set forth in your Loan Documents only during the term of this Agreement. Upon expiration of the term of this Agreement, the payment schedule provided in the Loan Documents shall resume unless you execute the Loan Modification discussed above, or enter into another enforceable agreement which modifies the payment schedule set forth in your Loan Documents.

No Alteration or Modification Unless In Writing

This Agreement cannot be altered, amended, or superseded by any prior, contemporaneous, or subsequent oral communications between you and Midland. Any modification or change to this Agreement must be in writing and signed by the parties.

I ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

AGREED & ACCEPTED:

DAVID N MICHELSON

DATE


Midland Mortgage A Division of MidFirst Bank

P.O. Box 268806 • Oklahoma City, OK 73126

Tel: 800.552.3000 • Fax: 405.767.5815 • MyMidlandMortgage.com

Payment Schedule - Loan Modification Trial

Loan Number: 51518594

Account Information as of: 11/26/2012

Current Principal Balance: \$858,081.07

Total Arrearage: \$26,368.10

Next Due Date: 7/1/2012

Outstanding Late Fees/Charges: \$1,318.40

Other Outstanding Fees: \$45.00

Mortgagor Name(s): DAVID N MICHELSON

Payment Number	Payment Due Date	Payment Amount
1	1/01/2013	\$2,438.35
2	2/01/2013	\$2,438.35
3	3/01/2013	\$2,438.35

I (WE) AGREE TO THE REPAYMENT SCHEDULE AS SET FORTH ABOVE. THE AMOUNT OF EACH PAYMENT IS SUBJECT TO CHANGE BASED ON SCHEDULED ALTERNATIVE MORTGAGE P&I, ESCROW OR OTHER PAYMENT CHANGES. ALL PROVISIONS OF THE NOTE AND MORTGAGE/DEED OF TRUST REMAIN IN FULL FORCE AND EFFECT.

 DAVID N MICHELSON

 DATE

 Midland Representative

 DATE