

Pennsylvania Housing Finance Agency Loan Servicing Division P.O. Box 15057 Harrisburg, PA 17105-5057 Toll free: 855-827-3466 TTY: 800-654-5984 Mon-Fri, 8 a.m.-7 p.m. www.PHFA.org

July 12, 2018



RE: Trial Payment Plan – Loan Number

Dear Borrower:

The Pennsylvania Housing Finance Agency ("PHFA") has determined that you may qualify for a loan modification (a "Modification"). PHFA is therefore offering you this Trial Payment Plan (the "Agreement"). If you accept this Agreement and then successfully complete the three (3) month trial period (the "Trial"), a Modification may be offered to you. A Modification would cure your delinquency. The terms and conditions of the Agreement are:

1. Beginning with a payment due on <u>August 1, 2018</u>, you will make a Trial payment of <u>\$516.00</u> each month for a period of three (3) months. Trial payments must be received in PHFA's office on or before the first (1st) day of each month for the entire Trial. Trial payments must be sent to the following address:

> PA Housing Finance Agency Loan Servicing Division 211 N Front Street Harrisburg, PA 17101 Attn: Regine O. Klimek - PERSONAL & CONFIDENTIAL

- 2. While you continue to make timely Trial payments, PHFA will not take action to foreclose on your home.
- 3. You agree to timely provide PHFA with any updated financial or other information it may reasonably request. You also agree to timely execute and return any additional or supplemental documents as may be reasonably necessary to amend the terms and conditions of this Agreement.
- 4. You must contact PHFA on or before the fifteenth (15th) of each month during the Trial to review your financial situation.
- 5. During the Trial, your account will continue to be reported to credit reporting agencies as delinquent unless your account is reinstated or another status is appropriate for your account. PHFA will hold all Trial payments in a suspense account until the amount held in suspense equals at least one full payment under the terms of your note and mortgage, at which time a full payment will be credited to your account.
- 6. You must continue to occupy the mortgaged property as your primary residence to qualify for a Modification.
- 7. PHFA may obtain a title search of your property. If the title search reports any encumbrances, liens or transfers of interest in the property, you will not qualify for a Modification until any such encumbrances, liens or transfers in interest have been resolved to PHFA's satisfaction. If title issues remain unresolved fourteen (14) days after a successful completion of the Trial, then PHFA may cancel any offer of a Modification offered to you and may immediately resume pursuing foreclosure according to the terms of the note and mortgage.

- 8. This Agreement is not a Modification. If you successfully complete the Trial and provided you otherwise qualify, then PHFA will offer you a Modification. If you agree to the Modification, it will cure your delinquency and reinstate your loan.
- 9. The amount of the Trial payment is based on an estimate of the payment under a Modification. If PHFA offers you a Modification the monthly payment amount may be different. Your monthly payment may increase or decrease after an escrow analysis has been performed for your account.
- 10. If you successfully complete the Trial, you agree to continue making monthly payments in the amount of the Trial payment by the first (1st) day of each month until the Modification agreement is fully executed and effective.
- 11. PHFA may agree to waive accrued late charges, but other fees (including attorneys' fees) may be your responsibility.
 - 12. All of the provisions of your note and mortgage remain in full force and effect except as provided in this Agreement. This Agreement does not constitute a waiver of any remedy which may be available under the note and mortgage. This Agreement will become voidable at the option of PHFA if you default on any provision of the note, the mortgage or this Agreement. If PHFA voids this Agreement, then the past due amount on your account will become due and payable immediately, and PHFA may resume pursuing foreclosure according to the terms of the note and mortgage.
 - 13. All borrowers who signed the note and mortgage must sign and return this Agreement. Any person whose income was used to qualify for this Trial must sign this Agreement, and must also sign any offered Modification. PHFA may condition an offer of a Modification on the addition of any person whose income is used to qualify to the deed of the mortgaged property prior to the completion of this Trial.
 - 14. If you do not accept this offer of a Trial within fourteen (14) days of the date of this letter, this offer will terminate and PHFA may pursue foreclosure according to the terms of the note and mortgage.

If you agree with these terms and conditions, then sign and date both originals of this Agreement and return one original to PHFA within fourteen (14) calendar days of the date of this letter. Please retain the second signed copy for your records. If you would like more information about this Agreement or your account, please call my office at 1-800-822-7375.

Sincerely,

Regine O. Klimek Loss Mitigation Officer I

ACCEPTED:

Date

Signature of Agency Employee Date