

FORBEARANCE AGREEMENT

This Forbearance Agreement made this _____ day of _____, 2006 by and between _____, (hereinafter "Mortgagors"), and Citifinancial Mortgage Company, Inc., formerly known as Associates Home Equity Services, Inc.

WHEREAS, on October 26, 2000, the Mortgagors, executed a certain Deed of Trust and Note, unto First Franklin Financial Corporation, in the principal sum of Twenty Four Thousand and 00/100 Dollars (\$24,000.00) and recorded in the Land Records of Baltimore County at _____, and secured by the property commonly known as _____, Baltimore, Maryland 21244; and

WHEREAS, Mortgagor subsequently fell into default of her obligation, pursuant to said Deed of Trust and Note; and

WHEREAS, the Trustees, Edward S. Cohn, Stephen N. Goldberg, Richard E. Solomon and Richard J. Rogers have instituted foreclosure proceedings in the Circuit Court for Baltimore County, Case No: 03-C-06-007981, said foreclosure sale being scheduled for August 24, 2006, at 10:01 A.M.; and

WHEREAS, Mortgagor desires to prevent foreclosure proceedings to collect said sums due and payable under the terms of said Deed of Trust and Note; and

WHEREAS, Citifinancial Mortgage Company, Inc., is willing to forbear from the foreclosure proceedings to collect said monies upon receipt of certain consideration.

IT IS NOW THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

1. That Citifinancial Mortgage Company, Inc., will forbear from foreclosure and cancel the August 24, 2006, foreclosure sale upon receipt and acceptance of Six Thousand and 00/100 Dollars (\$6,000.00) in the form of certified check made payable to Citifinancial Mortgage Company, Inc. by August 23, 2006. Upon receipt of said funds and executed Agreement, the sale will be cancelled but the foreclosure case shall not be dismissed until all arrears owed pursuant to the note are cured; and

2. Mortgagor will begin making regular monthly payments of Five Hundred forty four and 46/100 Dollars, (\$544.46), in the form of certified check no later than September 25, 2006, and on or before the 24th day of each month through August 23, 2007. You will resume regular monthly payments on September 1, 2007. Payments shall be delivered to Citifinancial Mortgage Company, Inc. at 3232 West Royal Lane, Irving, TX 75063. If payments are not received on or before September 25, 2006, foreclosure

proceedings will immediately resume on September 26, 2006.

3. All payments must be received by Citifinancial Mortgage Company, Inc. as stated. Failure to make a timely payment or payment in proper form shall constitute a breach of this Agreement and this Agreement shall be deemed null and void, as determined by the Noteholder in its sole discretion. There shall be no grace period within which to cure said breach.

4. In the event this Agreement is breached, Citifinancial Mortgage Company, Inc., reserves the exclusive right to accept or reject, within its sole discretion, any tendered cure of said breach without prejudice of its rights.

5. The parties agree that each and every payment made pursuant to this Agreement shall be applied as set forth and shall not returned to the Mortgagor in the event of breach.

6. If no escrow for payments of taxes and insurance have been established with Citifinancial Mortgage Company, Inc. the Mortgagor agree to ensure that taxes on the collateral property securing this loan are kept current and that the collateral property is properly insured. Citifinancial Mortgage Company, Inc. may request that the Mortgagor provide proof of tax status and property insurance coverage.

7. Acceptance of funds pursuant to this Agreement shall constitute neither a waiver of default nor a waiver of acceleration of the Deed of Trust and Note in default. The Mortgagor agrees that in the event of default the debt has been properly accelerated and no further acceleration is required.

8. This agreement may not reinstate the loan. Citifinancial Mortgage Company, Inc, will retain sole discretion to extend the repayment period or to approve another workout option. It is the borrower's responsibility to contact Citifinancial Mortgage Company, Inc. prior to the expiration to renew the agreement or foreclosure proceedings will continue without further notice upon receipt of the last payment on the plan.

9. In the event of a breach by the Mortgagor, foreclosure may immediately continue, absent additional notice, except as required by the Maryland Rules as they pertain to foreclosure proceedings.

10. If any of the Mortgagor have obtained an order of discharge from the United States Bankruptcy Court, which includes this debt, and has not reaffirmed his/her liability for the debt, Wilshire Credit is not attempting to obtain a judgment against that Mortgagor, nor is Citifinancial Mortgage Company, Inc. alleging that the Mortgagor has any personal liability for this debt. Citifinancial Mortgage Company, Inc. however may take action against the property pledged as collateral for the debt, which may include repossession and or foreclosure of the

property.

11. The parties agree time is of the essence.

12. The Mortgagor jointly and severally release, discharge, and covenant not to sue Citifinancial Mortgage Company, Inc. any owners of the loan, and any of their predecessors, successors, assigns, affiliates, officers, directors, employees, subsidiaries and parent corporations from any and all claims, causes of action, defenses, whether known or unknown which Mortgagor had, now have or may hereinafter acquire which relate to, or are in any way connected with the loan or the acts or omissions of any of the related parties. Notwithstanding any other paragraph in this Agreement, this provision shall remain in full force and effect upon execution by the Mortgagor and shall survive the agreement.

13. This agreement constitutes the only agreement between the parties concerning this forbearance. All agreements entered prior hereto, with regard to forbearance if any, either written or oral, shall be deemed null and void and of no further effect. Except as provided herein, the terms of the Deed of Trust and Deed of Trust Note shall remain in full force and effect between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Forbearance Agreement to be executed as of the date and year first written above.

WITNESS:

Citifinancial Mortgage Company,
Inc., formerly known as Associates
Home Equity Services, Inc.

BY: _____


State of
County of

I hereby certify that on _____, 2006, before me a Notary Public of the State of _____, personally appeared [REDACTED], known to me (or satisfactorily proven) to be the person whose name(s) is/are subscribed to the within instrument and who acknowledged that they executed the same for the purpose therein contained.

WITNESS by hand and Notarial Seal.

Notary Public

My commission expires: