



First Horizon Home Loan Corporation  
Irving, Texas 75063  
www.fhhl.com

**\$4,216**  
**+0**  
**\$3,260**

August 02, 2010

Please sign & fax back by  
8/23/10 to [REDACTED]

Hieu [REDACTED]  
Hong [REDACTED]  
Elkridge, MD 21075-5548

Dear Hieu [REDACTED] and Hong [REDACTED] :

We have good news about providing you a more affordable mortgage. You are eligible for the Trial Period Modification.

Please carefully read the enclosed Trial Period Agreement. The monthly trial period payments are based on the income information that you previously provided. These payments are an estimate of what your payment(s) will be IF we are able to modify your loan under the terms of the program. Defaulting on this Trial Period Modification eliminates the opportunity for a modification of your loan terms. Please read all enclosed documents provided and make sure you understand the statements set forth in the plan.

**Step 1 - Accept the Trial Period Plan Offer**

To accept this offer and enter into the Trial Period Modification, all borrowers must sign both copies of the enclosed Trial Period Plan. You must then return BOTH signed copies to us - along with your first trial period payment in the amount of \$ 3,260.00 - no later than 08/25/10.

**Step 2 - Make Your Trial Period Payments On Time**

Your remaining trial period payments in the amount of \$ 3,260.00 will be due on or before 09/25/10. Your trial period payments should be sent instead of - NOT IN ADDITION TO - your normal monthly mortgage payments.

By no later than 08/25/10, please mail two signed copies of the Trial Period Plan and your first trial period payment to:

First Horizon Home Loans  
cc 6207

[REDACTED]  
Irving, TX 75063



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Home Loan Corporation  
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www.fhhl.com

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Step 3 - Contact Us

Once your final payment has been submitted, contact us for a re-review of your modification.

If you have any questions, please contact us at [REDACTED]

Respectfully,

Loss Mitigation Specialist

LM181-003 TWX

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**TRIAL PERIOD PLAN/MODIFICATION AGREEMENT.** The Trial Period Plan is the first step. If/Once we are able to finalize your modified loan terms; we will send you a loan modification agreement ("Modification Agreement"), which will reflect the terms of your modified loan. In addition to successfully completing the trial period, you will need to sign and promptly return to us both copies of the Modification Agreement or your loan will not be modified.

**NEW PRINCIPAL BALANCE.** Any past due amounts as of the end of the trial period, including unpaid interest, real estate taxes, insurance premiums and certain assessments paid on your behalf to a third party, will be added to your mortgage loan balance (the "Past Due Arrearage Amount").

**FEES AND COSTS.** Should a modification of your loan be approved; outstanding fees and costs will be assessed. The total outstanding amount of these costs will be required to be included upfront in order to complete the modification process.

**ESTIMATED MONTHLY PAYMENT.** At this time, we are not able to calculate precisely the Past Due Arrearage Amount or the amount of the modified loan payment that will be due after successful completion of the trial period. However, based on information we currently have, your trial period payment may be close to your modified loan payment. As we near the end of the trial period, we will calculate any past due amount to determine your new permanent monthly payment and other modified loan terms.

**ESCROW ACCOUNT.** The terms of your Trial Period Plan and your Modification Agreement may require the servicer to set aside a portion of your new monthly payment in an escrow account for payment of your property taxes, insurance premiums and other required fees. Your current loan may also require escrows. If it does not, the previous waiver of escrows is cancelled under your Trial Period Plan. First Horizon Home Loans will draw on this account to pay your real estate taxes and insurance premiums as they come due. Please note that your escrow payment amount will adjust if your taxes, insurance premiums and/or assessment amounts change, so the amount of your monthly payment that the servicer must place in escrow will also adjust as permitted by law. This means that your monthly payment may change. Your monthly escrow payment of \$ 802.57 is included in your trial payment amount.

**CREDIT COUNSELING.** If you have very high levels of debt, you will be required to obtain credit counseling and provide the HUD completed certification letter prior to the completion of your trial period agreement.



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CREDIT REPORTING. During the trial period, we will report your loan as delinquent to the credit reporting agencies even if you make your trial period payments on time. However, after your loan is modified, we will only report the loan as delinquent if the modified payment is not received in a timely manner.

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Hieu [REDACTED]  
Loan Number [REDACTED]  
August 02, 2010  
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FORBEARANCE AGREEMENT:

PLAN	DATE	AMT	PLAN	DATE	AMT
01	08/25/10	3,260.00	02	09/25/10	3,260.00
03	10/25/10	3,260.00			

I understand and acknowledge the terms of this agreement executed by my/our hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Return to:  
First Horizon Home Loans  
Attention: COLLECTIONS  
[REDACTED]  
Irving, TX 75063

\_\_\_\_\_  
Hieu [REDACTED]

\_\_\_\_\_  
Hong [REDACTED]

Accepted by First Horizon Home Loans

\_\_\_\_\_  
Loan Counselor's Signature

\_\_\_\_\_  
Date

Frequently Asked Questions:

Q. What if my trial period payment is less than the payment I currently owe on my loan?

We will add the difference between the monthly payment that you currently owe on your loan and the trial period payment to your loan balance and allow you to pay it over the remainder of the modified loan term.

Q. Will a foreclosure occur if I participate in the Trial Period Modification?

As long as you comply with the terms of the Trial Period Plan, we will not start foreclosure proceedings or conduct a foreclosure sale if foreclosure proceedings have started. If you fail to comply with the terms of the Trial Period Plan, your loan will be enforced according to its original terms, which could include foreclosure.

Q. What happens to my trial period payments if I do not comply with the terms of the Trial Period Plan?

Your trial period payments will be applied to your existing loan according to the terms of your loan documents.

Q. If I get a Trial Period Modification, can my modified loan terms ever revert to the original terms?

No. This is one of the advantages of the Trial Period Modification. Once your loan is modified, the new terms stay in place for the remainder of your loan.

Q. Do all borrowers have to sign the Trial Period Plan and other documents?

Unless a borrower or co-borrower is deceased, all borrowers who signed the original loan documents or their duly authorized representative(s) must sign the Trial Period Plan, the Modification Agreement and all other required modification documents. Contact your servicer if it would be difficult or impossible for you to comply with this requirement.

Q. Could my trial period payment be more than my current payment?

Yes. For example, if your current payment does not include an escrow payment and you are now required to make monthly escrow payments, your trial period payment could be higher than your current payment. Note, however, that the increase in your payment under these circumstances would be offset by other tax and insurance bills you would no longer have to pay directly as we will pay those for you out of your escrow account.

## Addendum to Special Forbearance Plan

You have agreed to enter into a Loss Mitigation Special Forbearance Type II Plan. Compliance with this plan will give you the opportunity to save your home.

As per our discussion as of the date of this agreement, you will comply with all terms set forth in the Forbearance Type II agreement. Should you comply with the scheduled payments, First Horizon will re-consider you for further options prior to the last Balloon payment scheduled. We will convert the Special Forbearance Type II Plan to one of the following options:

1. Mortgage Modification: If you can make the payments on your loan, but you do not have enough money to bring your account current, First Horizon may be able to change one or more terms of your original loan to make the payments more affordable.
2. Partial Claim Advance: If your mortgage is HUD insured, you may qualify for an interest-free loan to bring your account current. The repayment of this loan may be delayed for several years.

While complying with the Loss Mitigation Special Forbearance Type II Plan, late fees will not be assessed. Should you be offered one of the above options, please be advised that any foreclosure cost and fees will be collected as part of the agreement. The options available to you will be reviewed in the order mentioned above.

Should you fail to comply: As we discussed, should you not be able to meet the requirements of the Special Forbearance Type II Plan, the following options are available to avoid foreclosure:

1. Sale: If you can no longer afford your home, First Horizon will work with you allow time to find a purchaser and pay off the total amount owed. You will be expected to obtain the services of a real estate professional who can aggressively market the property. This is subject to foreclosure timeframes and action.
2. Pre-Foreclosure Sale or Short Payoff: If the property's sales value is not enough to pay the loan in full, First Horizon may be able to accept less than the full amount owed. This option can also include a period of time to allow your real estate agent to market the property and find a qualified buyer. Monetary help may also be available to pay other lien holders and/or help toward paying your moving costs.
3. Deed-in-lieu: First Horizon may agree to allow you to voluntarily "give back" your property and forgive the debt. Although this option sounds like the easiest way out for you, generally, you must attempt to sell the home for its fair market value for at least 90 days before First Horizon will consider this option. Also, this option may not be available if you have liens such as judgments of other creditors, second mortgages, and IRS or State Tax liens.

MY/OUR SIGNATURE (S) BELOW ACKNOWLEDGES THAT I/WE HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. I/WE HAVE RECEIVED HOMEOWNERSHIP COUNSELING FROM FIRST HORIZON HOME LOANS OR FROM A HOUSING AGENCY OF OUR CHOICE. I/WE FURTHER UNDERSTAND THAT WE MUST RE-QUALIFY FOR THE OPTIONS LISTED ABOVE UPON OUR COMPLIANCE WITH THE HUD SPECIAL FORBEARANCE TYPE II PLAN.

I/WE AGREE TO ABIDE BY THE AGREEMENT SET FORTH.

_____	_____
Mortgagor	Date
_____	_____
Co-Mortgagor	Date
_____	_____
Co-Mortgagor	Date
_____	_____
Co-Mortgagor	Date

Please sign, date and return the original agreement. Retain a copy for your records. The original agreement must be returned to the address below. It is recommended that you fax a copy first to [REDACTED]

First Horizon Home Loans  
Attn: Loss Mitigation Dept [REDACTED]  
[REDACTED]  
Irving, Texas 75063

Accepted by First Horizon Home Loans

_____	_____
Loss Mitigation Specialist's Signature	Date

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