



R. C. Temme Corporation
Mortgage Bankers & Brokers

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PRE-WORKOUT AGREEMENT

Re: Loan Number: _____

Property: _____

R.C. Temme Corporation, servicing agent for Lenders of record.

As of the date of your signature, you indicated that you may wish to commence discussions concerning the possibility of alternative payment arrangements evidencing your referenced Loan. The Lender is willing to join in such discussions, but only on the terms and conditions set forth in this agreement. The purpose of this agreement is to ensure that neither party gives up any rights or incurs any obligations as a result of our discussions unless and until a written agreement is reached, as provided in paragraph 3 below.

1. Negotiations. We have commenced or are about to commence negotiations concerning certain obligations (the "Obligations") you have to us. Without liability for failing to do so, we each plan to discuss various courses of action which might be in our mutual interests. Either of us, in our sole and absolute discretion, may terminate these discussions at any time and for any reason; and, upon such termination of discussions, our respective obligations to one another shall be only as set forth in executed written agreements as described in paragraphs 3 and 4 below.

2. Obligations. You acknowledge that you are in default in payment or performance of the obligations.

3. Written Agreements and Amendments. Our contemplated discussions may be lengthy and complex. While we may reach agreement on one or more preliminary issues which are part of the problem we are trying to resolve, we have agreed that neither of us shall be bound by any agreement on individual issues until (a) agreement is reached on all issues, and (b) our agreement on all issues has been reduced to a written agreement and signed by each of us. Furthermore, in order to avoid any confusion or misunderstanding, each of us also agrees that this agreement may only be amended in writing.

4. Loan Documents Still in Force. Notwithstanding any other provisions of this agreement, or any claim of any party to the contrary, the Loan Documents are in full force and effect and shall remain in full force and effect unless and until a written document is signed which complies with the provisions of paragraph 3 above.

5. No Waivers. No negotiations or other action undertaken pursuant to this agreement shall constitute a waiver of any party's rights under the Loan Documents, except to the extent specifically stated in a written agreement complying with the provisions of paragraph 3 above.

6. Release. As part of the documentation referred to in paragraph 3 above, Lender may require Borrower to execute a general release of all claims against the Lender.

7. Inadmissible Evidence. All evidence of conduct and communications of any nature whatsoever (whether verbal or nonverbal, or express or implied) of either party in connection with the discussions contemplated by this agreement or in any recent meetings or correspondence relating to possible modification of the Loan shall be inadmissible for any purpose whatsoever in any judicial or a similar proceeding. The foregoing sentence is intended to be broader than the restrictions on admissibility contained in California Evidence Code § 1152 and Rule 408 of the Federal Rules of Evidence.

8. Miscellaneous. This agreement constitutes our entire agreement concerning its subject matter and supersedes any prior or contemporaneous representations or agreements not contained herein concerning the Obligations or the subject matter of this agreement. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns, and shall be governed by California law. In the event of any dispute hereunder, the prevailing party shall be entitled to recover all costs and attorneys' fees (including allocated costs for services of in-house attorneys) from the non-prevailing party. Paragraph headings used herein are for convenience only and shall not be used to interpret any term hereof. This agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one agreement. Each party executing this agreement represents that such party has the full authority and legal power to do so.

If the foregoing accurately summarizes the terms of our binding agreement, please sign the enclosed copy of this letter in the space provided below and return the signed copy to our office at your earliest convenience. The document can be mailed to R.C. Temme Corporation, P.O. Box 667, Woodland Hills, CA 91365 or faxed to 818-703-0126

Accepted and agreed to on _____, 201__

By: _____
Borrower

Accepted and agreed to
on _____, 201__

By: _____
R.C. Temme Corporation on behalf of lenders

Complete the form to the best of your ability prior to requesting a payment plan, modification, etc. You may attach additional documents to support or provide the information requested below but place the loan number at the top.

Title (HUD Application)

- Property for Sale?: Y/N
- List Price of home:
- Realty Company Name:

- Monthly Net Income:
- Household Gross Annual Income:
- Number of Adults contributing to household income:
- Number of people in the house:

	Budget	
Income:	Primary Income:	
	Secondary Income:	
	Pension Income:	
	Alimony/Child Support Income:	
	Social Security Benefits:	
	Other Benefits (Food stamps, welfare, etc):	
	Other Income:	
	SUBTOTAL:	
Dependants:	Child Care/ Babysitter:	
	Child Support Payments:	
	Other:	
	SUBTOTAL:	
Housing:	Mortgage:	
	Second Mortgage:	
	Rent:	
	Association Fees:	
	SUBTOTAL:	
Utilities:		
Transportation:		
Necessities:		
Medical:		
Monthly Debt Payments:		
Other:		
Subtotal:		
Income Total:		
Expense Total:		
Total Surplus or Deficit:		

No agreement, payment plan, modification or anything of the sort is finalized until it is agreed upon in writing with signatures from all parties.