

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DOUGLAS A. & ANDREA M. JONES	:	
Plaintiffs,	:	CIVIL ACTION
	:	
v.	:	
	:	
ABN AMRO MORTGAGE GROUP, INC., et al.,	:	No. 07-4328
	:	
Defendants.	:	

STIPULATION

It is hereby stipulated and agreed between the parties that:

1. Except as provided in Paragraph 5, no defendant may commence foreclosure proceedings with respect to a "Covered Loan." A "Covered Loan" is a loan made to a person listed on Exhibit A to the Complaint (and Lorraine Trill, Caroline Shelly, Steve and Brenda Spayd, Kelly and Steve Eberly, and Michael J. Defeo) that had an "Equity Slide Down" feature. This limitation, as well as that in paragraph 2, shall expire on November 30, 2007.
2. If a defendant accepts any monthly installment payment made with respect to a Covered Loan, such payment shall be without prejudice to all parties' rights, including the paying party's rights to contend that the Covered Loan is void, unenforceable or subject to rescission or reformation, and all parties' rights to contend that the payment received is wrong in amount.
3. An escrow account was established by the October 10, 2007 Order of the Berks County Court of Common Pleas ("Escrow"). Plaintiffs will deliver an accounting of the Escrow to the Court and to defense counsel on or before October 31, 2007. Plaintiffs' counsel agrees not to exercise any authority over the Escrow and agrees not to execute any document in connection

with the Escrow until further order of the Court. Any party or parties may request the assistance of a Magistrate with respect to the transition of the sums in the Escrow to the appropriate lender.

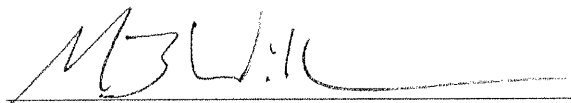
4. All monies received on or after the date of this Stipulation that are designated for deposit into the Escrow shall be returned to sender, with notice to the parties to the loan at issue. Plaintiffs' counsel will use reasonable efforts to notify those persons with Covered Loans who attempt to make deposits into the Escrow of the contents of this Stipulation and Order and that such payments should be forwarded to the appropriate lender.

5. Payments shall be made in accordance with the notes held or serviced by defendants. Paragraph 1 shall apply in the event the person pays at least the greater of: (1) 75% of the payment amount required by the notes or (2) the amount that had been paid to Image Masters or such other "Snyder entity."

6. The borrowers and the lenders shall be permitted to communicate with each other concerning any issue. Nothing in this Stipulation shall prevent payoffs, workouts or other resolutions of the debts.

7. Plaintiffs shall file an amended complaint on or before November 28, 2007.

Dated: November 5, 2007



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CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of November, 2007, a copy of the foregoing Stipulation executed by counsel for Plaintiffs was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's system.

The following parties will be served by first class United States mail:

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s/ Michael J. Willner
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