

Repayment Agreement Under the Loan Rehabilitation Program

Name (please print clearly):

U.S. Department of Education Account Number: _____ Last Name First Name ? [WWW] [FIS]

This letter confirms my acceptance into the loan rehabilitation program and my agreement to repay my defaulted Federal Family Education Loan (FFEL) program student loan(s) held by the U.S. Department of Education (ED). I understand that compliance with this agreement is a prerequisite to rehabilitation of my loan(s).

Please check the appropriate paragraph:

I understand that I must make at least nine (9) monthly payments of \$ _____, beginning _____, with each payment due on the _____ of each month thereafter. mm/dd/yyyy

I am currently making monthly payments in accordance with a repayment agreement between me and ED. I understand that these payments, if timely, and if made in amounts at least equal to the agreed-upon amount, will be credited by ED toward the nine (9) monthly payments required for rehabilitation. I will continue to meet my established monthly payment due date.

I also understand and agree to the following terms and conditions:

- 1. I must make each payment no more than twenty (20) days before or twenty (20) days after the due date for that payment.
2. I must complete the initial payment and at least eight (8) of the other required monthly payments within a ten (10) month period that begins with the month in which the initial payment is scheduled here or was scheduled in the repayment agreement I have already entered into.
3. If I fail to make these payments as explained here, I must sign a new repayment agreement and complete a new series of at least nine (9) agreed-upon payments in order to qualify for rehabilitation of my loan(s).
4. I cannot change the monthly payment amount without ED's agreement or the agreement of the collection agency servicing my account.
5. I agree to provide a new financial statement and supporting documentation in order to support a request to change my required monthly payment amount. I also agree to provide three personal references upon request.
6. I must continue to make monthly payments to ED after I have completed the minimum of at least nine (9) payments as described above until I am notified in writing by ED's loan servicer that the rehabilitation has been completed and that I am to begin making payments directly to ED's loan servicer.
7. ED agrees to waive collection of any cost ED incurs as a result of the rehabilitation of my loan(s). However, if I default on my loan(s) in the future, ED may collect as part of the debt then owed the collection cost originally waived under this agreement. This will substantially increase the amount that will then be owed at the time of re-default to satisfy the debt to ED.
8. After the date on which my loan(s) are transferred to ED's loan servicer.
- ED will credit to the rehabilitated loan(s) any payment ED receives that I designate as payment on the rehabilitated loan(s).
- ED will refund to me at the address on my billing statement any involuntary payment ED receives (for example, a Treasury offset).
- ED will refund to me at the address on my billing statement any postdated check payment ED receives that was designated as payment solely on the rehabilitated loan(s).
9. After the rehabilitation of my loan(s) is completed, ED's loan servicer that handles my loan(s) will establish a new due date, will calculate a new monthly payment amount based upon the balance owed at the time of the rehabilitation, and will notify me of these determinations. The amount of the required monthly installment payment may substantially increase.

I have read the above and agree to the terms and conditions of the loan rehabilitation program and this repayment agreement.

Signature Date mm/dd/yyyy

Please forward this signed and dated agreement to Financial Asset Management Systems, Inc. (FAMS) via any of the following methods:

- Mail: Financial Asset Management Systems, Inc. (FAMS) P.O. Box 451437 Atlanta, GA 31145-1437
- Email: ffelforms@fams.net
- Web upload: https://studentloan.famspayonline.net
- Fax: 1-678-623-8091 or 1-678-623-5159