



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ALBANY

TD BANK USA, N.A.

PLAINTIFF,

-AGAINST-

DEFENDANT(S)

INDEX NUMBER

FILE NO.

**FORBEARANCE AGREEMENT AND STIPULATION OF SETTLEMENT**

THIS AGREEMENT is made on February 2, 2017, between TD BANK USA, N.A. (the "Creditor") and Katherine [redacted] (the "Consumer").

1. Consumer agrees to pay to Creditor in full settlement of account number ending in [redacted] (the "Account") the amount of \$700.00 pursuant to the repayment schedule set forth in this Agreement.
2. All payments shall be made payable to TD BANK USA, N.A. Your client may forward payments to Selip & Stylianou, LLP, P.O. Box 9001, Woodbury, NY 11797-9001 or pay online at www.seliplaw.com. All payments are subject to collection.
3. In the event that the Consumer shall default in making any of the payments required hereunder, then we will mail written notice of the default to the Consumer's attorney. If the default remains uncured for ten (10) days from the mailing of the notice, then the entire amount claimed in the complaint, less a credit against same for any payments made hereunder, shall immediately be due and payable at the option of the Creditor and without further notice and demand. In such an event, Creditor may request that the court enter judgment for the amount requested in the complaint, less a credit for any payments made pursuant to this Agreement. The request for judgment may include principal, interest, applicable costs, and disbursements as permitted by law.
4. Once Creditor receives the full amount Consumer has agreed to pay pursuant to this Agreement, Creditor's counsel will provide to Consumer or, if Consumer is represented by Counsel, then to Consumer's counsel, written confirmation that the Account is paid.
5. Pursuant to NY CPLR R. 2101(e), the parties authorize the court to file a copy of this document in lieu of the original.