

Russell Shaw Group The Mortgage Relief Kit



Introduction:

Short sales are a positive alternative to foreclosure. For home owners who are struggling to make their payment and owe more than the home is currently worth, the best solution is likely a short sale.

Selling your home – the Short Sale

A short sale in real estate occurs when the outstanding obligations (loans) and cost of selling are greater than what the property can be sold for. Short sales are a way for a home owner to avoid foreclosure, better protect their credit, and be released from their debt obligations by settling with their lender(s).

The short sale process is essentially “dequalifying” for the loan. This means that the same process used to obtain the loan (tax returns, pay stubs, bank statements, etc.) are now provided to the lender to help document the need to exit from the mortgage obligations. The exact terms under which a lender approves a short sale depends on the borrower’s circumstances as well as the lender’s specific guidelines. Many of our short sales involve no financial contribution on the part of the borrower and include a full release from any liability for the loan(s). The ideal candidate for a short sale is one where:

1. The payment is delinquent. Most lenders will not work with home owners who are successfully making their loan payments.
2. Have a qualifying hardship. Generally hardships are defined as those events outside of the borrower’s control that cause a shift in financial circumstances. Some examples that qualify are loss of or reduction in income, divorce or legal separation, death of a co-mortgagor, long-term/permanent illness or disability of a mortgagor or family member, job transfers that result in travel in excess of 50 miles each way, etc.
3. Have no major cash assets (401Ks or IRAs are typically an exception). Lenders who see home owners with large cash assets may require the borrower to financially contribute to settle a portion of the debt in a short sale.

4. Prove hardship by the Deficit Income Test (DIT) which is calculated by subtracting total monthly expenses from total monthly net income. A DIT yielding a negative amount would indicate that the mortgagor's expenses exceed his/her income each month indicating a short sale is an appropriate tool.

Like most guidelines, these criteria are in constant flux. Please feel free to contact us to discuss your unique situation.

To begin the short sale process, simply complete the Russell Shaw Group forms in this package prior to putting your home on the market. As some lenders require their customized paperwork be completed as well, please contact us so that we may get your particular lender's forms to you.

Short sale vs. loan modification

Here is a quick check-list of some things to consider when deciding whether to loan modify or short sale your home:

Consider a Short sale if:

- Unemployed or significant reduction in income
- No longer want the home
- Loans greatly exceed value of the home (most home owners owe 50% more than the current value of their home)
- Have failed at loan modification



Consider a Loan Modification if:

- Employed
- Payment exceeds 31% of gross monthly income
- Want to keep the home
- Only need the loan's interest rate or term altered (i.e. do not need principal reduction – banks are not generally doing principal reductions)

General Benefits of a Short Sale vs. Foreclosure:

The benefits of doing a short sale are both immediate and long term:

Short term Benefits:

- Less damage to credit (which may impact a variety of things such as the ability to secure a rental home, retain credit cards at lower rates; obtain financing for cars).
- Lower tax liability (if any) due to typically higher payout to lender
- Clearing employment background checks
- Retention of employment
- Stigma of foreclosure is avoided
- Predictable move (rather than unpredictable eviction)
- Possible relocation incentives (some lenders, some programs)

Long term Benefits:

- Quicker recovery of credit
- Ability to apply for a conventional mortgage in 2 years vs. 7 years for a foreclosure.

While many traumatized home owners find it hard to imagine owning a home again, the truth is most will. The more quickly a home owner can recover and re-enter the housing market, the higher the likelihood of obtaining a home at today's lowered values.

Foreclosure

Too many people falsely believe that the easiest way to dispose of a home is through foreclosure. What few realize is that depending on the nature of their loan(s) they can potentially be sued after foreclosure by their lender for the deficiency. Loans such as second mortgages or home equity lines of credit taken out after purchasing the home are a personal debt and therefore are not automatically extinguished by foreclosure.

The anti-deficiency laws are complex and have some grey areas. If your loans fall under a grey zone, we suggest legal counsel to explore your best options.



Taxation

Any forgiven debt on a mortgage, whether forgiven through foreclosure or forgiven through a short sale, will result in the issuance of a 1099 (a 1099C for "cancellation of debt" on a short sale or a 1099A for "abandonment of debt" on a foreclosure). Sellers who are "insolvent" may qualify for exclusion on taxation. As this is a complex issue, please consult your CPA or tax accountant. Additionally, the IRS website addresses this issue in depth. Go to : <http://www.irs.gov/> and do a keyword search on Insolvency.

Legal Counsel

If you do not have an attorney, we recommend the following real estate law firms:

Mack, Watson & Stratman 602-778-9900. They will provide a complete consultation for \$250, as well as review the lender's short sale approval letter.

Neil Thomson of Thomson Conant, PLC 602-774-3757.

If you cannot afford a consultation with a real estate attorney, a half-hour consultation with an attorney from the Maricopa County Bar Association can be obtained at a cost of \$35. Be aware that these attorneys may not specialize in real estate law and may not be able to answer complex real estate questions. Their contact information:

MCBA Lawyer Referral Service

Phone: (602) 257-4434

Fax: (602) 257-0522

<http://www.maricopabar.org/displaycommon.cfm?an=16>

If you have legal questions, we advise obtaining counsel before pursuing this path.

Why sellers choose the Russell Shaw Group

Many companies charge large upfront fees to agree to take on a short sale. We are one of the few who do not. We are paid by the lender only if we are successful in negotiating a resolution. While it is understandable that other companies are trying to offset the large volume of additional work and effort to handle a short sale by charging these fees, we simply believe it is not in the best interest of the consumer. Nor do we believe a fee should be charged when no one can guarantee approval nor the terms of the approval. Beware of companies who charge unrealistic promises. or make

Additionally, some agents have not handled short sale transactions before and may simply lack the knowledge or systems to process them. Make sure any agent you hire has the experience to help guide you through the labyrinth of short sales.



For more answers to commonly asked questions, please review our FAQ section. The information provided should not be construed as legal or tax advice. Our goal, as always, simply remains to help our clients no matter their circumstances.

By electing to do a short sale rather than simply foreclose, you will not only help protect your ability to purchase a future home, you will have taken the high road in trying times. We thank you for your part in protecting neighborhoods and values.

Frequently Asked Questions

Q – What does it cost to do a short sale?

A- For most borrowers there is no cost. The lender(s) pay all commissions and closing costs on an approved short sale. We charge you no fees and only get paid by the lender if we are successful in handling your short sale.

Q – Do I qualify for a short sale?

A- The candidates most likely to be approved meet the criteria listed below - however lenders vary in their requirements. As a short sale is a “dequalifying” for the loan, some of the things that the lender weighs when making that determination are:

1. Delinquency: Most lenders will not work with home owners who are successfully making or can continue to make their loan payments.
2. Hardship: Lenders look at what the hardship is. A compelling hardship can trump the other factors listed here. Examples of hardships are divorce, loss of a job or reduction of income, disability, death of a co-borrower, excessive travel time (more than 50 miles) to a job, etc.
3. Assets: If you have no major cash assets this is a plus. Lenders who see home owners with large bank accounts are more likely to ask the borrower to contribute cash to settle the mortgage debt.
4. Credit: Generally the worse your credit score the better for a short sale. This tells your lender (s) that you are not only struggling on making your house payment but other payments as well. This confirms for them the legitimacy of the hardship.
5. Income: A drop in income - particularly if your house payment now exceeds 31% of your gross monthly income - is an important fact that weighs heavily with lenders.
6. Deficit Income Test (DIT): When the borrower’s monthly income cannot support their current debt load, this is a plus. The Deficit Income Test (DIT) is calculated by subtracting total monthly expenses from total monthly net income. A DIT yielding a negative amount would indicate that the mortgagor’s expenses exceed his/her income each month indicating a short sale is an appropriate tool.



Q – Do I have to be delinquent to do a short sale?

A- Unfortunately, most lenders are less willing to settle if the loan is current.

Q – How long does it take to do a short sale?

A- There are several stages to the Short Sale process which can be lengthy. Small local lenders can be much faster, but the typical sale takes 3-5 months from start to finish.

Here are the stages of a short sale:

1. The first stage requires the home owner to gather all the lender required documentation (please see the "Seller's Homework Overview of Documents Needed" checklist included in this package). Some banks require that their unique forms be used as well. Please contact us so we may provide you with your bank's unique forms. This stage shouldn't take longer than a few days.

2. Once you have all your paperwork completed, stage two is simply contacting us to send in your paperwork for review and schedule a time to meet with our listing agent and place your home for sale.

3. The third stage involves aggressively marketing your home and producing a ready, willing, and able buyer. This stage can take as little as a few days or as long as a month or two. We closely

track the activity of your sale and make the necessary pricing adjustments to attract a buyer.

4. The fourth stage is the actual presentation of the offer to your bank. This is where our expertise and experience in negotiating Short Sales with lenders begins.



The negotiation and approval process can take anywhere from 30 to 120 days. Numerous phone calls, emails, and faxes are required between the lenders and our team (on average 60-90). If we are dealing with a single lender rather than multiple lenders, it is easier (although not necessarily faster) to obtain the approval.

5. The fifth and last stage to the Short Sale process is the period of time between the bank approval and the buyer closing on the home. Although the Short Sale addendum states the close will occur 30 days after bank approval, be aware that most lenders typically push for a 2-3 week close. We encourage all parties to accommodate the bank on this issue.

Q – When should I move out of my home?

A- This is very important - stay in the home if at all possible. Even if you are not paying your mortgage payment(s) stay in the home. All of the lender incentive programs require that the property not be "abandoned". If you remain in the property until close of escrow you may qualify for lender relocation benefits of \$3000. Properties that are occupied sell for more and have less vandalism. Also, this is an opportunity for the homeowner to save money to prepare for their eventual move.

Q – How do I begin a short sale?

A- First, we recommend you get legal counsel and tax advice. If you are current on your payments, we suggest you discuss with your attorney the ramifications of delinquency and short selling. Next, fully

complete your paperwork as listed on "Seller Homework Overview of Documents Needed" and contact our office. We will take it from there.



Q – What if I don't have any money to pay the Realtor commissions?

A – In a Short Sale transaction you, as the seller, do not have to pay the Realtor commissions or the closing costs. The bank covers these costs. Please note there is a possible exception - the banks may not pay for any unpaid HOA fees.

Q- Do you charge an upfront fee for taking my short sale?

A- No. Some real estate agents or companies charge an upfront processing or retainer fee from the seller before beginning a short sale. We are one of the few that do not.

Q- Do I have to pay my HOA fees?

A- We strongly recommend that you do. HOA fees are an owner's personal obligation. If they are not paid, it can result in credit damage, lawsuits, or other collection efforts. Also, Fannie Mae backed loans (as well as some other lenders) will not pay for unpaid HOA fees on a short sale. A few lenders will, but they are in the minority. This can inhibit the closing of a short sale unless one of the parties (seller or buyer) can pay off the debt at close.

Q – Why do banks agree to a Short Sale?

A – Generally banks have found that it is more cost effective to do a Short Sale rather than foreclose on a home. Banks are not interested in owning real estate. While banks do take a loss on a Short Sale, foreclosing on a home can cost the bank 10%-20% more.

Q – What are the most common mistakes on a short sale?

A – Waiting too long to start the process, vacating the property, failing to obtain legal counsel when needed, not supplying us with a complete package, and filing bankruptcy or electing to loan modify in the middle of a short sale.

Q – Are there any tax ramifications to a Short Sale?

A- Potentially. When you complete a short sale, you will receive a 1099-C which stands for "Cancellation of debt". On a foreclosure you will receive a 1099-A which stands for "Abandonment of secured property".

There is a possible option of filing for "insolvency" to eliminate this taxation issue. This is not bankruptcy, but rather a term when your debts exceeds your assets. For more information go directly to the IRS website at IRS.gov and do a keyword search of "Insolvency" to view their FAQ on the subject.

In any case, whether foreclosing or short selling, you will receive 1099 and the tax issue will need to be addressed. Generally you should try to minimize the loss to the lender in order to minimize the taxable amount. That is best accomplished by a short sale. As always, we recommend that you seek professional tax advice before any decision to begin a short sale or before foreclosure.



Q- Are there any credit ramifications to a Short Sale?

A - This question is difficult to answer as a variety of factors compose a credit score. Here is what we can tell you, the initial damage to your credit comes in the form of late payments. If you go 30+ days behind on your mortgage payment, your bank has the right to report that to all of the credit bureau's. If reported, late payments do have a direct affect on your credit. After going through a Short Sale or a Foreclosure, most people have 30, 60, and 90+ day late payments reporting on their credit report.

When the actual Short Sale is completed, banks have different methods of reporting a short sale. Most will reflect that your account was "paid for less than the full amount." Some lenders will reflect on your credit report "account settled." We do not know how each individual lender will report it. If your home were to go to Foreclosure you would most often see the bank report "Foreclosure" on your credit report.

Credit experts will agree that neither a Short Sale nor a Foreclosure is favorable to your credit or credit score, however, the impact of a Foreclosure is much worse. We strongly advise you to work with a Credit and Credit Scoring Expert for more specifics on this topic and ways in which to improve your credit after the Short Sale is complete.

Q- Do I get paid (receive any relocation incentive) for doing a short sale?

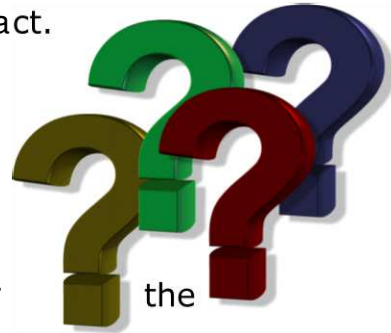
A- Many of our short sale sellers receive \$3000 for completing a short sale, however we cannot tell you that upfront. The lender determines this usually just before short sale approval is issued. We automatically apply for any available incentive on your behalf.

Q- I am behind on my payments. How long until the bank forecloses?

A – It varies. Most notes (the I.O.U. that you signed when you took out the loan) give the bank the right to file a “notice of default” as soon as you are 30 days behind on your mortgage. While they have this right, most lenders do not file for a “trustee’s sale” (the legal process to foreclose) until you are 90 days or more delinquent. From the date of filing for a “trustee’s sale”, there is a 91 day period between filing and the actual “foreclosure sale” or “trustee sale”. Therefore it is often six months or more from the first missed payment until foreclosure. We may be able to postpone the trustee sale for a few extra weeks if we have an accepted short sale contract.

Q- When should I start the short sale process?

A – The sooner the better. Once you can no longer pay the monthly mortgage amount or see that you soon will not be able to, and if you do not wish to pursue any other home retention remedies (loan modification, etc.), begin immediately. The more quickly you act, the better odds for a successful short sale.



Q- I am thinking of filing bankruptcy or doing a loan modification in addition to trying to short sale my home. Is that a problem?

A- Yes as either of these will halt a short sale.

Loan modifications should be done if you wish to keep the home. If the loan modification fails or does not resolve your ability to retain the home, then you should begin a short sale immediately thereafter. These cannot be done simultaneously.

If you are filing bankruptcy, you should receive legal counsel on whether to do that before or after completing a short sale. Most attorneys recommend doing the short sale prior to the bankruptcy, however circumstances may vary. Even if you file bankruptcy, you still have not resolved the ownership issue, merely the debt. The home will still need to be sold through a short sale or disposed of through foreclosure. As no lender will process a short sale if you file for bankruptcy until discharged, we cannot take a short sale client who is in the midst of bankruptcy or plans to file during the short sale process.

Q – Do all short sales get approved?

A- We cannot guarantee that we can close every short sale. Anyone who promises that is misleading you. Sometimes the banks will demand an unreasonable cash settlement from the borrower, have inflated ideas about market value, or will not halt a trustee’s sale. Every loan has potentially three entities that must approve the short sale: the servicer, the investor, and the mortgage insurance company. Any one of them can dictate terms. We can assure you, if your short sale can be done - we will get it done.

Q – Can the lender pursue me for the amount forgiven?

A- We specifically request and obtain a full release on any short sales we negotiate on your behalf so that the lender may not pursue you after the sale. We recommend that you have your attorney review your approval letter to ensure that you are protected from pursuit as we are experienced real estate agents but we are not a substitute legal counsel.

Q – Can the lender ask me to sign a note or pay cash to settle the debt?

A- They can ask, but asking does not compel the owner to agree. Generally your assets must exceed \$5000 before that becomes a possibility. However, severely delinquent borrowers (90 days or more) with a credit score of 620 or below may qualify for a streamlined short sale that eliminates any contribution. They do not require a DIT (Deficiency Income Test) on streamlined short sales.



Q- Can I sell my home to a relative?

A - No. Most lenders will ask all parties to sign an "Affidavit of Arm's Length Transaction". This generally states that the parties cannot be a family member, business associate, or share a business interest.

Q – I haven't filed taxes for last year. Can I still do a short sale?

A – Yes. Understand that the more missing pieces, the tougher the approval process. We have included waivers for any documentation that is unavailable and we will submit it in place of the required paperwork. However, this should not be used as a substitute for any available documentation. The more fully we provide documentation, the quicker the process and the greater the likelihood that the short sale will be approved.



The Customers Always Write

I'm so glad I chose the Russell Shaw Group to help with our transition in selling the house. I have been very impressed with your customer service, keeping in touch and explaining the process of short sale, your professionalism and your attention to organization and detail. I am very pleased!! Keep up the good work and have a great day.

LeAnn Cullimore

I want to thank you and all the other wonderful people that have helped us with this short sale transaction within the Russell Shaw Group. Every person I have spoken with through this experience has been nothing but stellar as far as follow up and providing me the information I have needed since this is all so much to handle on my own. Please forward or share with those on your team that have been working on this property's sale. I never wanted to sell my home and moving was a difficult decision for my family. Please know that your staff has made this difficult transition a little more manageable and for that, I am grateful.

Kindly,
Jill Savage

To Russell Shaw and the Team, especially JC and Jean:

My wife and I would like to thank each of you and the whole team for helping us out of an ugly situation with our home. When it became apparent that we were going to have to either let our home go into foreclosure or do a short sale, I knew that a single agent would not be able to properly handle the task.

I am really glad that I choose the Russell Shaw team as everyone went above and beyond my expectations from the listing appointment, dealing with the lenders, and all the way to closing. You made dealing with the whole process so much easier. I would like to truly thank you all again and would not hesitate to refer you, as I have already done so.

Thank you
Rob & Belinda Peetz

You've been an angel through the entire short sale process. An amazing group of employees. Great communication, wonderful listeners, and persistent at getting the house sold.

Thank you!
Scott & Kelly Savoie



The Customers Always Write

Dear Russ and Wendy:

I wanted to send you both a **personal** note to thank you for everything you've done for us!

We've been out of the house about four weeks now and I haven't even looked back. It's all finally behind us now and that is **entirely** due to you. Our situation was very complicated and a real hardship and we needed help that I believe only your team could have provided. The process you use and the MACHINE that you've built is a marvel to watch in-action. I've always told anyone who would listen that if I ever needed to hire a Realtor – and you know that I am one myself – I would only hire you. I really believe that the sale of our home wouldn't have happened as smoothly if it wasn't for your knowledge, experience, diligence, follow-through, and most importantly, your caring.

The simple truth is that no one does it like you guys do, hands down. From J.C., to your staff and of course the two of you, I couldn't have been happier with the level of service and professionalism.



Please tell Christina thank you for us. We were SO impressed with her! Her tireless energy was such an encouragement to us. Is she always that positive and upbeat?! I want a bottle of whatever vitamins she's taking! We were always 100% confident that she would do everything she could do to negotiate on our behalf. She always knew what was going on with my negotiation as though it was her own. She isn't just great – she's **exceptional!**

Russ, you are such an honest, sincere and respectable **gentleman**. Now I realize that they don't call you **Wonderful Russ** for nothing! You always spoke to me with so much patience, understanding and empathy. That really means a lot to me - Thank you!

Wendy, what a ray of sunshine you are! You always made me laugh and feel more like family than a client. Only you could do that! Thanks so much for going above and beyond during the course of this sale. Meeting with the would-be buyer and the buyer's agent at your office to *explain* how a short-sale works?! Who does that? You do. Above and beyond – that's Wendy!

Thank you all for everything!

S.G.

Expectations

In an effort to help you through this difficult time, we have laid out a list of expectations required for a successful short sale. If you are not prepared to meet these expectations please notify us prior to placing your home on the market.

- ❖ You have been advised to consult with an attorney and/or tax consultant **prior** to beginning a short sale. By signing below, you are now prepared to go forward.
- ❖ Bankruptcy or loan modification will terminate a short sale. If you are considering these paths, please explore them **prior** to beginning a short sale. By signing below you agree to not institute either until your short sale is complete.
- ❖ Until the property has closed escrow, you agree on an ongoing basis to provide us with updated bank statements, paystubs, and any needed paperwork in a timely manner. Delays can cause the lender to close your file.
- ❖ If you have a pool, you will maintain it until COE. New loans cannot be placed on properties with drained pools.
- ❖ If you have assets, an insufficient hardship, or are not delinquent - it is likely you will be asked by your lender(s) or mortgage insurance company to sign some type of note or provide a portion of the forgiven debt in cash at close. By signing below, you are willing to negotiate a settlement with the bank in order to complete the short sale.
- ❖ By signing below, you acknowledge that we cannot guarantee that you will receive an incentive for completing a short sale. We will attempt to enroll you in the incentive programs - however you relieve us of liability should you not receive an incentive.
- ❖ We recommend that you continue to make your HOA payments if at all possible. Some lenders will not pay delinquent HOA fees and the seller can be pursued legally by the association. Please notify us if you are unable to pay or have HOA delinquencies.
- ❖ You agree to sell your property only to buyers with whom you have no personal or business relationship with (i.e. arm's length). You have made no outside deals with anyone to retain possession of the property after close of escrow.
- ❖ You are currently delinquent or have decided to go delinquent. You are aware that delinquency can result in damage to credit and potential for foreclosure.
- ❖ If you have an FHA loan you will stay in the property (unless you have a job transfer) until COE and will keep all utilities on in your name.
- ❖ You understand that any forgiven debt is subject to a 1099 and have consulted with a tax specialist regarding this potentially taxable income. Also, please consult IRS.gov for additional information.

I understand and agree to these expectations of a Russell Shaw Short Sale client.

Seller signature

Date

Seller's Homework Overview of Documents Needed

***Please fill out ALL forms in BLACK INK only for legibility**

- _____ 1) Loan authorization form (attached)
- _____ 2) Monthly Financial Statement completed (attached)
- _____ 3) Required Written Documents & Financials (attached explanation)
- _____ 4) Required Written Documents – Sample Letters (attached)
- _____ 5) Recent Loan Payment Coupon
- _____ 6) Recent 30 Days Proof of Income
- _____ 7) Recent 60 Days Bank Statements
- _____ 8) Last 2 Years Tax Returns (Signed)
- _____ 9) Last 2 Years W-2s
- _____ 10) Uniform Borrower Assistance Form (attached)
- _____ 11) Form 4506-T (attached)
- _____ 12) Hold Harmless Agreement (attached)
- _____ 13) HAFA / RMA Form - Making Home Affordable (attached)
(For Conventional Loans Only)
- _____ 14) Specific Lender Documents (Required by: Aurora, Bank of America, Chase, Citi, GMAC, Greentree, Desert Schools FCU, PNC, Suntrust, and Wells Fargo)

Please contact us regarding your particular lender, as some lenders require the use of their custom forms.

Once you have collected all the paperwork, please contact our office as quickly as possible so that we may set an appointment to list your home for sale. We will pick up this checklist and all documentation at that time. These forms will be submitted to your lender once we have received a purchase contract.

As always, please contact us with any questions you may have.

The Russell Shaw Group
Realty ONE Group
602-957-7777

Authorization Letter

Property Address _____

Mailing Address (if different) _____

1st Lien - Lender _____ Acct# _____

2nd Lien – Lender _____ Acct# _____

The above referenced property is listed with The Russell Shaw Group of Realty ONE Group.

I hereby authorize the following persons to communicate with the above referenced lien holder(s)/lender(s) to facilitate the sale of the property indicated above and hereby authorize and direct the lender to communicate during this transaction with the following authorized personnel:

Russell Shaw
Becky Hughes
Jean Patterson
Laura Cook

Wendy Shaw
Audra Lich
Erin Van Curen
Shannon Thornton

This instruction is valid for a period of two (2) years from date of borrower's signing below. The Contact Information is:

Russell Shaw Group, Realty ONE Group
11211 N Tatum Blvd., Ste 200
Phoenix, AZ 85028

602-957-7777 – Telephone
602-996-2697 – Fax
Russell@NoHassleListing.com

Borrower's Signature

Date

Print Name

Social Security

Co-Borrower's Signature

Date

Print Name

Social Security

Monthly Financial Statement

***Please enter ANY monthly payments that you are responsible for, even if you are behind and are not currently able to make payments**

		Borrower	Co-Borrower
Income	Employment Income	\$	\$
	Unemployment	\$	\$
	Government Benefits	\$	\$
	Government Benefits (2nd)	\$	\$
	Rental Income	\$	\$
	Alimony Income	\$	\$
	Child Support Income	\$	\$
	Other Income	\$	\$
	Other Income Description		
	A	TOTAL	\$
Housing Expenses	1st Lien Payment	\$	\$
	2nd Lien Payment	\$	\$
	Other Loan Payments	\$	\$
	Property Taxes	\$	\$
	HOA Dues	\$	\$
	Home Repairs	\$	\$
	Rent/Other Property Payments	\$	\$
	Other Home Expenses	\$	\$
	Other Home Expenses Description		
	B	TOTAL	\$
Utilities	Cable	\$	\$
	Electricity	\$	\$
	Natural Gas	\$	\$
	Phone/Internet	\$	\$
	Water/Sewer	\$	\$
	Other Utilities Expenses	\$	\$
	Other Utilities Expenses Description		
	B	TOTAL	\$
Other Loans	Credit Card Payment 1	\$	\$
	Credit Card Payment 2	\$	\$
	Credit Card Payment 3	\$	\$
	Other Payments	\$	\$
	Other Payments Description		
	B	TOTAL	\$

Monthly Financial Statement

		Borrower	Co-Borrower
Living Expenses	1st Car Payment	\$	\$
	2nd Car Payment	\$	\$
	Auto Insurance	\$	\$
	Transportation/Gas/Maintenance	\$	\$
	Medical/Dental Expenses	\$	\$
	Health Insurance	\$	\$
	Life Insurance	\$	\$
	Student Loans	\$	\$
	Food/Groceries	\$	\$
	Child Care	\$	\$
	Alimony/Child Support	\$	\$
	Tuition/Daycare	\$	\$
	Dry Cleaning/Clothing	\$	\$
	Church/Charitable Contribution	\$	\$
	Entertainment	\$	\$
	Other Family Expenses	\$	\$
	Other Family Expenses Description		
	Other Family Expenses	\$	\$
	Other Family Expenses Description		
	Other Family Expenses	\$	\$
Other Family Expenses Description			
B	TOTAL	\$	\$

FOR INTERNAL USE ONLY	
Total for A Columns \$	
Total for B Columns \$	
DEBT RATIO (B/A)	%

Monthly Financial Statement

	Borrower	Co-Borrower
Checking Account Average Balance	\$	\$
Checking Account #2 Average Balance	\$	\$
Savings Account Average Balance	\$	\$
Savings Account #2 Average Balance	\$	\$
Money Market/Alt Savings Average Balance	\$	\$
401K/Retirement Account	\$	\$
CD's	\$	\$
Stocks/Bonds	\$	\$
Other Cash on Hand	\$	\$
Value of other Real Estate do NOT include home being short sold	\$	\$
TOTAL	\$	\$

Assets

Loan Information

1st Lien	2nd Lien
Lender _____	Lender _____
Account # _____	Account # _____
Approx Bal \$ _____	Approx Bal \$ _____
<input type="checkbox"/> Current <input type="checkbox"/> Behind \$/# Mnths _____	<input type="checkbox"/> Current <input type="checkbox"/> Behind \$/# Mnths _____

Borrower's Signature

Date

Signatures

Borrower's Name (printed)

Co-Borrower's Signature

Date

Co-Borrower's Name (printed)

Required Written Documents & Financials

Hardship Letter: The lender requires a hardship letter that explains your situation and reasons you are requesting to proceed with a short sale. The following page has a sample hardship letter that will help you draft your statement.

Relocation Assistance / Incentive Letter (does not apply for vacant or rental properties): The lender may participate in different programs that offer monetary relocation assistance or incentives when short selling an occupied home. The request does not guarantee receiving any incentive. The following page has a sample relocation assistance / incentive letter that will help you draft your statement.

Proof of Income: The lender requires proof of all income received for the last 30days and will continuously need updated proof through the short sale process. Proof of income can include:

- Paystubs
- Unemployment Benefits
- Pension/Retirement
- Social Security/Gov. Benefits (Award Letter)
- Part Time Employment Paystubs
- Profit/Loss Statement (if Self Employed)

Income is not limited to these items. If you have income from another source, the lender will require proof of that income. If you do not have any source of income, the lender will require a brief letter stating as such. The following page includes a sample letter to assist in drafting your statement.

Bank Statements: The lender requires proof of all bank accounts for the last 60 days and will continuously need updated statements through the short sale process. Bank statements must be an actual document such as a PDF or Word document or mailed copy from the bank. They must also include every page, even if the page is blank. Transaction history or screen shots do not substitute for bank statements. If there are no bank accounts of any kind, please see the following page for the sample letter for no income and follow that format to draft a letter of explanation.

Tax Returns/W2s: The lender requires copies of the last two years of tax returns and last two years of W2s (or 1099s/1098s). Please also include any filed extensions or amendments. A 4506-T form (included) will also be required in addition to the tax returns to allow the lender to view past filings.

Sample Letters

Hardship Letter

Heading: Your Name, Your Address, The Mortgage Co, and Your Loan #

Opening (example): Please accept this request to have you review our financial situation to see if we could qualify for a short sale.

Hardship (This is where you would tell your story - example): We are having problems making the monthly payments because of...

Closing (example): Anything you can do to help close this sale would be gratefully appreciated. Please call if you need any further information.

Your Name Printed – Your Signature – Date

Relocation Assistance / Incentive Letter (Not needed for Vacant or Rental Properties)

Heading: Your Name, Your Address, The Mortgage Co, and Your Loan #

Letter (example): Please accept this request to have you review our information and situation for any relocation assistance or incentive you may offer for proceeding with a short sale of our home. We have limited funds to move and would like to be considered for any financial assistance you provide to help us with this move.

Closing (example): Anything you can do to help in providing relocation assistance or monetary incentive would be greatly appreciated. Please call if you need any further information.

Your Name Printed – Your Signature – Date

UNIFORM BORROWER ASSISTANCE FORM

If you are experiencing a temporary or long-term hardship and need help, you must complete and submit this form along with other required documentation to be considered for available solutions. On this page, you must disclose information about (1) you and your intentions to either keep or transition out of your home; (2) the property's status; (3) bankruptcy; and (4) your credit counseling agency.

On Page 2, you must disclose information about all of your income, expenses and assets. Page 2 also lists the required income documentation that you must submit in support of your request for assistance. Then on Page 3, you must complete the Hardship Affidavit in which you disclose the nature of your hardship. The Hardship Affidavit informs you of the required documentation that you must submit in support of your hardship claim.

NOTICE: In addition, when you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this Borrower Assistance Form is accurate and truthful and any identified hardship has contributed to your submission of this request for mortgage relief.

REMINDER: The Borrower Response Package you need to return consists of: (1) this completed, signed and dated Borrower Assistance Form; (2) completed and signed IRS Form 4506T-EZ (4506T for self-employed borrowers or borrowers with rental income); (3) required income documentation; and (4) required hardship documentation.

Loan Number _____ (usually found on your monthly mortgage statement)

Servicer's Name _____

I want to: Keep the Property Vacate the Property Sell the Property Undecided

The property is currently: My Primary Residence Second Home An Investment Property

The property is currently: Owner Occupied Renter Occupied Vacant

BORROWER

CO-BORROWER

BORROWER'S NAME

CO-BORROWER'S NAME

SOCIAL SECURITY NUMBER

DATE OF BIRTH

SOCIAL SECURITY NUMBER

DATE OF BIRTH

HOME PHONE NUMBER WITH AREA CODE

HOME PHONE NUMBER WITH AREA CODE

CELL OR WORK NUMBER WITH AREA CODE

CELL OR WORK NUMBER WITH AREA CODE

MAILING ADDRESS

PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME)

EMAIL ADDRESS

Is the property listed for sale? Yes No

If yes, what was the listing date? _____

If property has been listed for sale, have you received an offer on the property? Yes No

Date of offer: _____ Amount of Offer: _____

Agent's Name: _____

Agent's Phone Number _____

For Sale by Owner? Yes No

Have you contacted a credit counseling agency for help?

Yes No

If yes, complete the counselor contact information below:

Counselor's Name: _____

Agency's Name: _____

Counselor's Phone Number: _____

Counselor's Email Address: _____

Do you have condominium or homeowner association (HOA) fees? Yes No

Total Monthly payment amount: _____ Name and Address fees are paid to? _____

Have you filed for bankruptcy? Yes No If yes? Chapter 7 Chapter 11 Chapter 12 Chapter 13

If yes, what is the filing date? _____ Has your bankruptcy been discharged? Yes No Bankruptcy case Number: _____

Is any borrower an active duty service member? Yes No

Has any borrower been deployed away from his/her primary residence or received a Permanent Change of Station order? Yes No

Is any borrower the surviving spouse of a deceased service member who was on active duty at the time of death? Yes No

UNIFORM BORROWER ASSISTANCE FORM

Monthly Household Income		Monthly Household Expenses and Debt Payments		Household Assets (associated with the property and/or borrower(s) excluding retirement funds)	
Gross wages		First Mortgage Payment		Checking Account(s)	
Overtime		Second Mortgage Payment		Checking Account(s)	
Child Support / Alimony*		Homeowner's Insurance		Savings / Money Market	
Non-taxable social security/SSDI		Property Taxes		CDs	
Taxable SS benefits or other monthly income from annuities or retirement plans		Credit Cards/ Installment Loan(s) (total minimum payment per month)		Stock / Bonds	
Tips, commission, bonus and self-employed income		Alimony , child support payments*		Other Cash on Hand	
Rents Received		Car Lease Payments		Other Real Estate (estimated value)	
Unemployment Income		HOA/Condo Fees/Property Maintenance		Other _____	
Food Stamps/ Welfare		Mortgage Payments on other properties			
Other _____		Other _____			
Total (Gross Income)		Total Household Expenses and Debt Payments		Total Assets	

Any other liens (mortgage liens, mechanics liens, tax liens, etc.)

LienHolder's Name	Balance and Interest Rate	Loan Number	LienHolder's Phone Number

Required Income Documentation

<input type="checkbox"/> Do you earn a salary or hourly wage? For each borrower who is a salaried employee or paid by the hour, include paystub(s) reflecting the most recent 30 days' earnings and documentation reflecting year-to-date earnings, if not reported on the paystubs (e.g. signed letter or printout from employer).	<input type="checkbox"/> Are you self-employed? For each borrower who receives self-employed income, include a complete, signed individual federal income tax return and, as applicable, the business tax return; AND either the most recent signed and dated quarterly or year-to-date profit/loss statement that reflects activity for the most recent three months; OR copies of bank statements for the business account for the last two months evidencing continuation of business activity.
<input type="checkbox"/> Do you have any additional sources of income? Provide for each borrower; as applicable:	
"Other Earned Income" such as bonuses, commissions, housing allowance, tips, or overtime:	
<input type="checkbox"/> Reliable third-party documentation describing the amount and nature of the income (e.g., paystub, employment contract or printouts documenting tip income).	
Social Security, disability or death benefits, pension, public assistance, or adoption assistance:	
<input type="checkbox"/> Documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider, and	
<input type="checkbox"/> Documentation showing the receipt of payment, such as copies of the two most recent bank statements showing deposit amounts.	
Rental income:	
<input type="checkbox"/> Copy of the most recent filed federal tax return with all schedules, including Schedule E --Supplement Income and Loss. Rental income for qualifying purposes will be 75% of the gross rent you reported, reduced by the monthly debt service on the property, if applicable; or	
<input type="checkbox"/> If rental income is not reported on Schedule E - Supplemental Income and Loss, provide a copy of the current lease agreement with either bank statements or cancelled rent checks demonstrating receipt of rent.	
Investment income:	
<input type="checkbox"/> Copies of the two most recent investment statements or bank statements supporting receipt of this income.	
Alimony, child support, or separation maintenance payments as qualifying income:*	
<input type="checkbox"/> Copy of divorce decree, separation agreement, or other written legal agreement filed with a court, or court decree that states the amount of the alimony, child support, or separation maintenance payments and the period of time over which the payments will be received, and	
<input type="checkbox"/> Copies of your two most recent bank statements or other third-party documents showing receipt of payment.	

***Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.**

UNIFORM BORROWER ASSISTANCE FORM

HARDSHIP AFFIDAVIT

I am requesting review of my current financial situation to determine whether I qualify for temporary or permanent mortgage loan relief options. Date Hardship Began is:

I believe my situation is: Short-term (under 6 months) Medium-term (6 - 12 months) Long- term or Permanent Hardship (greater than 12 months)

I am having difficulty making my monthly payment because of the reason set forth below:

(Please check the primary reason and submit required documentation demonstrating your primary hardship)

If Your Hardship is:	Then the Required Hardship Documentation is:
<input type="checkbox"/> Unemployment	<input type="checkbox"/> No hardship documentation required
Reduction in Income: a hardship that has caused a decrease in your income due to circumstances outside your control (e.g., elimination of overtime, reduction in regular working hours, a reduction in base pay) <input type="checkbox"/>	<input type="checkbox"/> No hardship documentation required
Increase in Housing Expenses: a hardship that has caused an increase in your housing expenses due to circumstances outside your control <input type="checkbox"/>	<input type="checkbox"/> No hardship documentation required
Divorce or legal separation; separation of borrowers unrelated by marriage, civil union or similar domestic partnership under applicable law <input type="checkbox"/>	<input type="checkbox"/> Divorce decree signed by the court; OR <input type="checkbox"/> Separation agreement signed by the court; OR <input type="checkbox"/> Current credit report evidencing divorce, separation, or non-occupying borrower has a different address; OR <input type="checkbox"/> Recorded quitclaim deed evidencing that the non-occupying borrower or co-borrower has relinquished all rights to the property
Death of a borrower or death of either the primary or secondary wage earner in the household <input type="checkbox"/>	<input type="checkbox"/> Death certificate; OR <input type="checkbox"/> Obituary or newspaper article reporting the death
Long-term or permanent disability; Serious illness of a borrower/co-borrower or dependent family member <input type="checkbox"/>	<input type="checkbox"/> Proof of monthly insurance benefits or government assistance (if applicable); OR <input type="checkbox"/> Written statement or other documentation verifying disability or illness; OR <input type="checkbox"/> Doctor's certificate of illness or disability; OR <input type="checkbox"/> Medical Bills None of the above shall require providing detailed medical information
Disaster (natural or man-made) adversely impacting the property or borrower's place of employment <input type="checkbox"/>	<input type="checkbox"/> Insurance claim; OR <input type="checkbox"/> Federal Emergency Management Agency grant or Small Business Administration loan; OR <input type="checkbox"/> Borrower or employer property located in a federally declared disaster area
Distant employment transfer/ Relocation <input type="checkbox"/>	For active-duty servicemembers: Notice of Permanent Change of Station (PCS) or actual PCS orders. For employment transfers/new employment: <input type="checkbox"/> Copy of signed offer letter or notice from employer showing transfer to a new employment location; OR <input type="checkbox"/> Paystub from new employer; OR <input type="checkbox"/> If none of these apply, provide written explanation In addition to the above, documentation that reflects the amount of any relocation assistance provided, if applicable (not required for those with PCS orders).
Business Failure <input type="checkbox"/>	<input type="checkbox"/> Tax return from the previous year (including all schedules) AND <input type="checkbox"/> Proof of business failure supported by one of the following: <input type="checkbox"/> Bankruptcy filing for the business; OR <input type="checkbox"/> Two months recent bank statements for the business account evidencing cessation of business activity; OR <input type="checkbox"/> Most recent signed and dated quarterly or year-to-date profit and loss statement
Other: a hardship that is not covered above <input type="checkbox"/>	<input type="checkbox"/> Written explanation describing the details of the hardship and relevant documentation

Borrower/Co-Borrower Acknowledgement and Agreement

I certify, acknowledge, and agree to the following:

1. All of the information in this Borrower Assistance Form is truthful and the hardship that I have identified contributed to my need for mortgage relief.
2. The accuracy of my statements may be reviewed by the servicer, owner or guarantor of my mortgage, their agent(s), or an authorized third party*, and I may be required to provide additional supporting documentation. I will provide all requested documents and will respond timely to all servicer, or authorized third party*, communications.
3. Knowingly submitting false information may violate Federal and other applicable law.
4. If I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this request for mortgage relief or if I do not provide all required documentation, the servicer may cancel any mortgage relief granted and may pursue foreclosure on my home and/or pursue any available legal remedies.
5. The servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
6. I may be eligible for a trial period plan, repayment plan, or forbearance plan. If I am eligible for one of these plans, I agree that:
 - a. All the terms of this Acknowledgment and Agreement are incorporated into such plan by reference as if set forth in such plan in full.
 - b. My first timely payment under the plan will serve as acceptance of the terms set forth in the notice of the plan sent by the servicer.
 - c. The servicer's acceptance of any payments under the plan will not be a waiver of any acceleration of my loan or foreclosure action that has occurred and will not cure my default unless such payments are sufficient to completely cure my entire default under my loan.
 - d. Payments due under a trial period plan for a modification will contain escrow amounts. If I was not previously required to pay escrow amounts, and my trial period plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior waiver is revoked. Payments due under a repayment plan or forbearance plan may or may not contain escrow amounts. If I was not previously required to pay escrow amounts and my repayment plan or forbearance plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior escrow waiver is revoked.
7. A condemnation notice has not been issued for the property.
8. The servicer or authorized third party* will obtain a current credit report on all borrowers obligated on the Note.
9. The servicer or authorized third party* will collect and record personal information that I submit in this Borrower Response Package and during the evaluation process. This personal information may include, but is not limited to: (a) my name, address, telephone number, (b) my Social Security number, (c) my credit score, (d) my income, and (e) my payment history and information about my account balances and activity. I understand and consent to the servicer or authorized third party*, as well as any investor or guarantor (such as Fannie Mae or Freddie Mac), disclosing my personal information and the terms of any relief or foreclosure alternative that I receive to the following:
 - a. Any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) or any companies that perform support services to them; and
 - b. The U.S. Department of Treasury, Fannie Mae and Freddie Mac, in conjunction with their responsibilities under the Making Home Affordable program, or any companies that perform support services to them.
10. I consent to being contacted concerning this request for mortgage assistance at any telephone number, including mobile telephone number, or email address I have provided to the lender/servicer/ or authorized third party*. By checking this box, I also consent to being contacted by text messaging.

Borrower Signature

Date

Co-Borrower Signature

Date

*An authorized third party may include, but is not limited to, a counseling agency, Housing Finance Agency (HFA) or other similar entity that is assisting me in obtaining a foreclosure prevention alternative.

Request for Transcript of Tax Return

OMB No. 1545-1872

▶ Request may be rejected if the form is incomplete or illegible.

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	
5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.	

Caution. If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your IRS transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶ _____

a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days

b Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days

c Record of Account, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days

7 Verification of Nonfiling, which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days

8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2010, filed in 2011, will not be available from the IRS until 2012. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days

Caution. If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately. _____

Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved **identity theft** on your federal tax return

Caution. Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, **either** husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

		Phone number of taxpayer on line 1a or 2a
▶ Signature (see instructions)	Date	
▶ Title (if line 1a above is a corporation, partnership, estate, or trust)		
▶ Spouse's signature	Date	

HOLD HARMLESS AGREEMENT

This HOLD HARMLESS AGREEMENT is made on this date _____ by and between the Realty One Group, Inc. and _____ (hereinafter, "Seller").

Realty One and Seller are sometimes individually referred to as "Party" and collectively referred to as the "Parties." WHEREAS, Seller desires to proceed with the subject Short Sale Transaction for the property located at _____ (the "Property") with Realty One Group, Inc. as its broker; and WHEREAS, in exchange for the Seller's Agent signing any Short Sale required forms allowing the Transaction to proceed, Seller desires to Hold Realty One Group, Inc., its shareholders, officers, employees, heirs, assigns, agents, officers, assignees, or any future acceptor of this conveyance, harmless and to fully indemnify Realty One Group, Inc. against all damages, including, but not limited to attorneys' fees, costs, and all other litigation expenses, arising out of and related to the signing of said forms..

Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

SELLER
By: _____

SELLER
By: _____

Printed Name

Printed Name

Title (if applicable): _____

Title (if applicable): _____

If you are experiencing a financial hardship and need help, you must complete and submit this form along with other required documentation to be considered for foreclosure prevention options under the Making Home Affordable (MHA) Program. You must provide information about yourself and your intentions to either keep or transition out of your property; a description of the hardship that prevents you from paying your mortgage(s); information about **all** of your income, expenses and financial assets; whether you have declared bankruptcy; and information about the mortgage(s) on your principal residence and other single family real estate that you own. Finally, you will need to return to your loan servicer (1) this completed, signed and dated Request for Mortgage Assistance (RMA); and (2) completed and signed IRS Form 4506-T or 4506T-EZ; and (3) all required income documentation identified in Section 4.

When you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this RMA is accurate and truthful.

SECTION 1: BORROWER INFORMATION

BORROWER

BORROWER'S NAME	
SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YY)
HOME PHONE NUMBER WITH AREA CODE	
CELL OR WORK NUMBER WITH AREA CODE	
MAILING ADDRESS	
EMAIL ADDRESS	

CO-BORROWER

CO-BORROWER'S NAME	
SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YY)
HOME PHONE NUMBER WITH AREA CODE	
CELL OR WORK NUMBER WITH AREA CODE	
MAILING ADDRESS (IF SAME AS BORROWER, WRITE "SAME")	
EMAIL ADDRESS	

Has any borrower filed for bankruptcy? Chapter 7 Chapter 13
 Filing Date: _____ Bankruptcy case number: _____
 Has your bankruptcy been discharged? Yes No

Is any borrower a servicemember? Yes No
 Have you recently been deployed away from your principal residence or recently received a permanent change of station order? Yes No

How many single family properties other than your principal residence do you and/or any co-borrower(s) own individually, jointly, or with others? _____
 Has the mortgage on your principal residence ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification? Yes No
 Has the mortgage on any other property that you or any co-borrower own had a permanent HAMP modification? Yes No If "Yes", how many? _____
 Are you or any co-borrower currently in or being considered for a HAMP trial period plan on a property other than your principal residence? Yes No

SECTION 2: HARDSHIP AFFIDAVIT

I (We) am/are requesting review under MHA.
 I am having difficulty making my monthly payment because of financial difficulties created by (check all that apply):

<input type="checkbox"/> My household income has been reduced. For example: reduced pay or hours, decline in business or self employment earnings, death, disability or divorce of a borrower or co-borrower.	<input type="checkbox"/> My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.
<input type="checkbox"/> My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes.	<input type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time.
<input type="checkbox"/> I am unemployed and (a) I am receiving/will receive unemployment benefits or (b) my unemployment benefits ended less than 6 months ago.	Other:

Explanation (continue on a separate sheet of paper if necessary):

SECTION 3: PRINCIPAL RESIDENCE INFORMATION

(This section is required even if you are not seeking mortgage assistance on your principal residence)

I am requesting mortgage assistance with my principal residence Yes No

If "yes", I want to: Keep the property Sell the property

Property Address: _____ Loan I.D. Number: _____

Other mortgages or liens on the property? Yes No Lien Holder / Servicer Name: _____ Loan I.D. Number: _____

Do you have condominium or homeowner association (HOA) fees? Yes No If "Yes", Monthly Fee \$ _____ Are fees paid current? Yes No

Name and address that fees are paid to: _____

Does your mortgage payment include taxes and Insurance? Yes No If "No", are the taxes and insurance paid current? Yes No

Annual Homeowner's Insurance \$ _____

Is the property listed for sale? Yes No If "Yes", Listing Agent's Name: _____ Phone Number: _____

List date? _____ Have you received a purchase offer? Yes No Amount of Offer \$ _____ Closing Date: _____

Complete this section ONLY if you are requesting mortgage assistance with a property that is not your principal residence.

Principal residence servicer name: _____ Principal residence servicer phone number: _____

Is the mortgage on your principal residence paid? Yes No if "No", number of months your payment is past due (if known): _____

SECTION 4: COMBINED INCOME AND EXPENSE OF BORROWER AND CO-BORROWER

Monthly Household Income		Monthly Household Expenses/Debt (*Principal Residence Expense Only)		Household Assets	
Monthly Gross wages	\$	First Mortgage Principal & Interest Payment*	\$	Checking Account(s)	\$
Overtime	\$	Second Mortgage Principal & Interest Payment*	\$	Checking Account(s)	\$
Self employment Income	\$	Homeowner's Insurance*	\$	Savings / Money Market	\$
Unemployment Income	\$	Property Taxes*	\$	CDs	\$
Untaxed Social Security / SSD	\$	HOA/Condo Fees*	\$	Stocks / Bonds	\$
Food Stamps/Welfare	\$	Credit Cards/Installment debt (total min. payment)	\$	Other Cash on Hand	\$
Taxable Social Security or retirement income	\$	Child Support / Alimony	\$		
Child Support / Alimony**	\$	Car Payments	\$		
Tips, commissions, bonus and overtime	\$	Mortgage Payments other properties****	\$		
Gross Rents Received ***	\$	Other	\$	Value of all Real Estate except principal residence	\$
Other	\$			Other	\$
Total (Gross income)	\$	Total Debt/Expenses	\$	Total Assets	\$

** Alimony, child support or separate maintenance income need not be disclosed if you do not choose to have it considered for repaying your mortgage debt.

*** Include rental income received from all properties you own EXCEPT a property for which you are seeking mortgage assistance in Section 6.

**** Include mortgage payments on all properties you own EXCEPT your principal residence and the property for which you are seeking mortgage assistance in Section 6.

Required Income Documentation

(Your servicer may request additional documentation to complete your evaluation for MHA)

All Borrowers	<input type="checkbox"/> Include a signed IRS Form 4506-T or 4506T-EZ
<input type="checkbox"/> Do you earn a wage? Borrower Hire Date (MM/DD/YY) _____ Co-borrower Hire Date (MM/DD/YY) _____	<input type="checkbox"/> For each borrower who is a salaried employee or hourly wage earner, provide the most recent pay stub(s) that reflects at least 30 days of year-to-date income.
<input type="checkbox"/> Are you self-employed?	<input type="checkbox"/> Provide your most recent signed and dated quarterly or year-to date profit and loss statement.
<input type="checkbox"/> Do you receive tips, commissions, bonuses, housing allowance or overtime?	<input type="checkbox"/> Describe the type of income, how frequently you receive the income and third party documentation describing the income (e.g., employment contracts or printouts documenting tip income).
<input type="checkbox"/> Do you receive social security, disability, death benefits, pension, public assistance or adoption assistance?	Provide documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider and receipt of payment (such as two most recent bank statements or deposit advices).
<input type="checkbox"/> Do you receive alimony, child support, or separation maintenance payments?	<input type="checkbox"/> Provide a copy of the divorce decree, separation agreement, or other written legal agreement filed with the court that states the amount of the payments and the period of time that you are entitled to receive them. AND <input type="checkbox"/> Copies of your two most recent bank statements or deposit advices showing you have received payment. Notice: Alimony, child support or separate maintenance income need not be disclosed if you do not choose to have it considered for repaying your mortgage debt.
<input type="checkbox"/> Do you have income from rental properties that are not your principal residence?	<input type="checkbox"/> Provide your most recent Federal Tax return with all schedules, including Schedule E. <input type="checkbox"/> If rental income is not reported on Schedule E, provide a copy of the current lease agreement with bank statements showing deposit of rent checks.

SECTION 5: OTHER PROPERTIES OWNED

(You must provide information about all properties that you or the co-borrower own, other than your principal residence and any property described in Section 6 below. Use additional sheets if necessary.)

Other Property #1	
Property Address: _____	Loan I.D. Number: _____
Servicer Name: _____	Mortgage Balance \$ _____ Current Value \$ _____
Property is: <input type="checkbox"/> Vacant <input type="checkbox"/> Second or seasonal home <input type="checkbox"/> Rented	Gross Monthly Rent \$ _____ Monthly mortgage payment* \$ _____
Other Property #2	
Property Address: _____	Loan I.D. Number: _____
Servicer Name: _____	Mortgage Balance \$ _____ Current Value \$ _____
Property is: <input type="checkbox"/> Vacant <input type="checkbox"/> Second or seasonal home <input type="checkbox"/> Rented	Gross Monthly Rent \$ _____ Monthly mortgage payment* \$ _____
Other Property #3	
Property Address: _____	Loan I.D. Number: _____
Servicer Name: _____	Mortgage Balance \$ _____ Current Value \$ _____
Property is: <input type="checkbox"/> Vacant <input type="checkbox"/> Second or seasonal home <input type="checkbox"/> Rented	Gross Monthly Rent \$ _____ Monthly mortgage payment* \$ _____

* The amount of the monthly payment made to your lender – including, if applicable, monthly principal, interest, real property taxes and insurance premiums..

SECTION 6: OTHER PROPERTY FOR WHICH ASSISTANCE IS REQUESTED

(Complete this section **ONLY** if you are requesting mortgage assistance with a property that is not your principal residence.)

I am requesting mortgage assistance with a rental property . Yes No

I am requesting mortgage assistance with a second or seasonal home . Yes No

If "Yes" to either, I want to: Keep the property Sell the property

Property Address: _____ Loan I.D. Number: _____

Do you have a second mortgage on the property Yes No If "Yes", Servicer Name: _____ Loan I.D. Number: _____

Do you have condominium or homeowner association (HOA) fees? Yes No If "Yes", Monthly Fee \$ _____ Are HOA fees paid current? Yes No

Name and address that fees are paid to: _____

Does your mortgage payment include taxes and insurance? Yes No If "No", are the taxes and insurance paid current? Yes No

Annual Homeowner's Insurance \$ _____ Annual Property Taxes \$ _____

- If requesting assistance with a rental property, property is currently:
- Vacant and available for rent.
 - Occupied without rent by your legal dependent, parent or grandparent as their principal residence.
 - Occupied by a tenant as their principal residence.
 - Other _____

If rental property is occupied by a tenant: Term of lease / occupancy ____/____/____ -- ____/____/____ Gross Monthly Rent \$ _____
MM / DD / YYYY MM / DD / YYYY

If rental property is vacant, describe efforts to rent property: _____

If applicable, describe relationship of and duration of non-rent paying occupant of rental property: _____

Is the property for sale? Yes No If "Yes", Listing Agent's Name: _____ Phone Number: _____

List date? _____ Have you received a purchase offer? Yes No Amount of Offer \$ _____ Closing Date: _____

RENTAL PROPERTY CERTIFICATION

(You must complete this certification if you are requesting a mortgage modification with respect to a rental property.)

By checking this box and initialing below, I am requesting a mortgage modification under MHA with respect to the rental property described in this Section 6 and I hereby certify under penalty of perjury that each of the following statements is true and correct with respect to that property:

1. I intend to rent the property to a tenant or tenants for at least five years following the effective date of my mortgage modification. I understand that the servicer, the U.S. Department of the Treasury, or their respective agents may ask me to provide evidence of my intention to rent the property during such time. I further understand that such evidence must show that I used reasonable efforts to rent the property to a tenant or tenants on a year-round basis, if the property is or becomes vacant during such five-year period.

Note: The term "reasonable efforts" includes, without limitation, advertising the property for rent in local newspapers, websites or other commonly used forms of written or electronic media, and/or engaging a real estate or other professional to assist in renting the property, in either case, at or below market rent.

2. The property is not my secondary residence and I do not intend to use the property as a secondary residence for at least five years following the effective date of my mortgage modification. I understand that if I do use the property as a secondary residence during such five-year period, my use of the property may be considered to be inconsistent with the certifications I have made herein.

Note: The term "secondary residence" includes, without limitation, a second home, vacation home or other type of residence that I personally use or occupy on a part-time, seasonal or other basis.

3. I do not own more than five (5) single-family homes (i.e., one-to-four unit properties) (exclusive of my principal residence).

Notwithstanding the foregoing certifications, I may at any time sell the property, occupy it as my principal residence, or permit my legal dependent, parent or grandparent to occupy it as their principal residence with no rent charged or collected, none of which will be considered to be inconsistent with the certifications made herein.

This certification is effective on the earlier of the date listed below or the date the RMA is received by your servicer.

Initials: Borrower _____ Co-borrower _____

SECTION 7: DODD -FRANK CERTIFICATION

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their respective agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law. This certification is effective on the earlier of the date listed below or the date this RMA is received by your servicer.

SECTION 8: INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. **You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it.** If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. **If you do not wish to furnish the information, please check the box below.**

BORROWER <input type="checkbox"/> I do not wish to furnish this information	CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male

To be completed by interviewer

Name/Address of Interviewer's Employer

This request was taken by: <input type="checkbox"/> Face-to-face Interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet	<i>Interviewer's Name (print or type) & ID Number</i>	
	<i>Interviewer's Signature</i> <i>Date</i>	
	<i>Interviewer's Phone Number (include area code)</i>	

SECTION 9: BORROWER AND CO-BORROWER ACKNOWLEDGEMENT AND AGREEMENT

1. I certify that all of the information in this RMA is truthful and the hardship(s) identified above has contributed to submission of this request for mortgage relief.
2. I understand and acknowledge that the Servicer, the U.S. Department of the Treasury, the owner or guarantor of my mortgage loan, or their respective agents may investigate the accuracy of my statements, may require me to provide additional supporting documentation and that knowingly submitting false information may violate Federal and other applicable law.
3. I authorize and give permission to the Servicer, the U.S. Department of the Treasury, and their respective agents, to assemble and use a current consumer report on all borrowers obligated on the loan, to investigate each borrower's eligibility for MHA and the accuracy of my statements and any documentation that I provide in connection with my request for assistance. I understand that these consumer reports may include, without limitation, a credit report, and be assembled and used at any point during the application process to assess each borrower's eligibility thereafter.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or if it is determined that any of my statements or any information contained in the documentation that I provide are materially false and that I was ineligible for assistance under MHA, the Servicer, the U.S. Department of the Treasury, or their respective agents may terminate my participation in MHA, including any right to future benefits and incentives that otherwise would have been available under the program, and also may seek other remedies available at law and in equity, such as recouping any benefits or incentives previously received.
5. I certify that any property for which I am requesting assistance is a habitable residential property that is not subject to a condemnation notice.
6. I certify that I am willing to provide all requested documents and to respond to all Servicer communications in a timely manner. I understand that time is of the essence.
7. I understand that the Servicer will use the information I provide to evaluate my eligibility for available relief options and foreclosure alternatives, but the Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
8. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
9. If I am eligible for assistance under MHA, and I accept and agree to all terms of an MHA notice, plan, or agreement, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such notice, plan, or agreement by reference as if set forth therein in full. My first timely payment, if required, following my servicer's determination and notification of my eligibility or prequalification for MHA assistance will serve as my acceptance of the terms set forth in the notice, plan, or agreement sent to me.
10. I understand that my Servicer will collect and record personal information that I submit in this RMA and during the evaluation process, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about my account balances and activity. I understand and consent to the Servicer's disclosure of my personal information and the terms of any MHA notice, plan or agreement to the U.S. Department of the Treasury and its agents, Fannie Mae and Freddie Mac in connection with their responsibilities under MHA, companies that perform support services in conjunction with MHA, any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) and to any HUD-certified housing counselor.
11. I consent to being contacted concerning this request for mortgage assistance at any e-mail address or cellular or mobile telephone number I have provided to the Servicer. This includes text messages and telephone calls to my cellular or mobile telephone.

The undersigned certifies under penalty of perjury that all statements in this document are true and correct.

Borrower Signature

Social Security Number

Date of Birth

Date

Co-borrower Signature

Social Security Number

Date of Birth

Date

HOMEOWNER'S HOTLINE

*If you have questions about this document or the Making Home Affordable Program, please call your servicer.
If you have questions about the program that your servicer cannot answer or need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673).*

The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.



NOTICE TO BORROWERS

Be advised that by signing this document you understand that any documents and information you submit to your servicer in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy of your property, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided to my Servicer in connection with the Making Home Affordable Program, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sigtar.gov and provide them with your name, our name as your servicer, your property address, loan number and the reason for escalation. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.

Beware of Foreclosure Rescue Scams. Help is FREE!

- **There is never a fee to get assistance or information about the Making Home Affordable Program from your lender or a HUD-approved housing counselor.**
- **Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.**
- **Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.**
- **Never make your mortgage payments to anyone other than your mortgage company without their approval.**

