

Non-Profit Alliance of Consumer Advocates

A NATIONAL LEGAL CLINIC



1-855-622-2435

- English
- Spanish
- French
- Portuguese

Website: www.NACALaw.org

1503 South Coast Drive, Ste 100

Costa Mesa CA 92626

Non-Profit Alliance of Consumer Advocates

A National Legal Clinic

Dear Homeowner:

Thank you for contacting **Non-Profit Alliance of Consumer Advocates your Trusted Legal Clinic**

FINALLY *FREE* LEGAL LOAN MODIFICATION HELP IS HERE and you get pre-qualified for a significant current market value Permanent PRINCIPAL REDUCTION PROGRAM while you wait.

Lender Fraud Detection & Violation Analysis will help identify the presence of predatory loan origination, predatory loan servicing, consumer civil rights violations, contract misrepresentation and lender fraud in your loan experience giving the legal leverage you need at zero cost to you.

Consumer Home Affordable Modification Program (C.H.A.M.P) review available with live assistance from a Consumer Advocacy law center with a preset 45 minute appointment. www.FreeLegalLoanMod.com
Please complete the last three pages of this packet and bring in, email or fax in for your appointment.

Our Mission is "CONSUMER ADVOCACY"

Our sole mission is to protect the consumer. Our intent is to mitigate any loss and inconvenience to you and your family as well as to your lender by introducing viable alternatives to the potential loss of your consumer rights wrongfully caused by lender violations, fraud, misrepresentation or greed.

Preserving your homeownership is our goal. The market value decline and the banking institutions' financial situations were not caused by you. Therefore, we believe it is not just that you suffer its effects. You are important to us now and in the future.

A Homeownership Preservation Alliance-You and Us!

There are many alternatives which can preserve the right to homeownership now and maintain that right in the future. All should be explored by you along with a seasoned professional not on your lenders payroll. We will explain various options available to you that may not be disclosed to you by your lender or the entities that are funded by them to work your case. The lenders use "the law" to legally take your home away from you due to a breach of a mortgage contract, one you simply may not be able to afford now or in the future. NACA wants you to know that there are **CONSUMER PROTECTION LAWS** that may make that contract simply invalid and unenforceable therefore it might not be foreclosed upon.

After reviewing this packet, if you should have any questions, feel free to contact our offices at (855) 622-2435

Respectfully,

Non-Profit Alliance of Consumer Advocates (NACA) A National Legal Clinic.

Non-Profit Alliance of Consumer Advocates

A National Legal Clinic

QUESTIONS AND ANSWERS

• IS THERE A GUARANTEE?

While no one and no ethical lawyer or legal service can guarantee results, there are some facts that we can guarantee are true.

1st your lender doesn't want expensive litigation as all as more bad publicity. That's one guarantee.

2nd your true note holder really doesn't want to foreclose on you. They would rather accept a reasonable alternative or at least we know that they will consider whatever concessions are needed to avoid an expensive litigation when your property is worth equal to or less than what you owe, until now you have only been in contact with the servicer.

3rd If you don't take aggressive steps to keep your home, your lender will eventually foreclosure on you. That too is a guarantee.

• HOW MUCH WILL THIS COST ME?

Actually it may not cost you anything; if NACA reviews the Consumer Home Affordable Modification Program (C.H.A.M.P) results with you that will properly structure your FREE Lender Specific loan proposal based on HAMP guidelines and provide you the required information that your lender will need to approve you for the HAMP then there will not be any cost or fee, NACA simply wishes to have the opportunity to make you aware of other Consumer Protection products and services that you may need in the future, for example: Temporary Restraining Order against a foreclosing Lender, Consumer Representation of a Unlawful Detainer if you are getting evicted from your home, Lender Law Suits, filing a Lis Pendens on your property making it virtually impossible for your lender to sell your home, providing you with a Lender Fraud and Violation Analysis Report or Bankruptcy Protection. Hopefully you will never need any these Legal Services but if you or any one you know ever does, we would want you to come back to NACA for such services. Our consultation and advice is free.

A properly structured Litigation avoidance Proposal can be forwarded to your lender that will allow them to offer you a sensible alternative to an imminent foreclosure as well as very costly litigation. Non-Profit Alliance of Consumer Advocates will only recommend you accept the resolution that will work long term and we can properly execute alternative resolutions that will allow you Long term Ownership.

Regardless of the affordable resolution your lender may be forced to accept, Non-Profit Alliance of Consumer Advocates will request your lender award you a straight reimbursement of any cost you may incur and/or a possible per Diem credit allowing new lowered payments to start 60 days from the date the settlement agreement is signed. One way or another demand will be made that any legal fee be reimbursed, credited or covered by your lender.

• DO I HAVE TO PAY ANYTHING NOW?

Our consultation, lender fraud and violation analysis on your loan, C.H.A.M.P review and lender specific loan modification submission package is completely free to the consumer, no charge and no fee ever, but If you do decide to hire NACA for optional legal services you may need to pay for a credit report and an Automated Value Match. That's only \$24-\$29 dollars; If so you will receive a copy of both. If your long term resolution requires more than free consultation or advice and you decide you need to retain the services of Non-Profit Alliance of Consumer Advocates than a proper Attorney retainer agreement will be sent to you, along with other appropriate documents to get started. That is when a legal retainer may be required in order to retain our service. You may also obtain lender fraud & violation detection report, CHAMP and a Qualified Written Request Demand that may be instrumental in negotiations with your lender using the real and present threat of litigation absolutely FREE!

• IS EVERYONE AT THE LAW CLINIC AN ATTORNEY?

Not all employees at Non-Profit Alliance of Consumer Advocates are Attorneys, although we do have State Bar Licensed Attorneys that are either under the direct supervision of one of the Directors, Mr. James Curtis Esq who was an Assistant District Attorney for over 10 years in addition to having contractual agreements with other Multistate licensed Attorneys.

Non-Profit Alliance of Consumer Advocate

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QUESTIONS AND ANSWERS

• IN GENERAL, WHAT DOES LOAN MODIFICATION HELP COST?

The industry is overwhelmed with Attorneys and non-Attorneys charging unsuspecting consumers from \$3,500 to \$8,000 for their representation. There are also "Attorney Backed" services that may not even have Attorneys looking at the file. They are referred to as "Rubber Stamp Attorneys" that just rent their credentials and a stamped signature for letters. Those services can charge anywhere from \$3,000 to \$4,500. There are also many very inexperienced Loan Modification companies that can charge from \$2,500 up to \$5000 and may be taking their clients' money illegally. They do this in violation of specific Laws. Many desperate homeowners wind up hiring both types of services at different times due to one being as ineffective as the other, thinking they will get a different result and end up spending more than \$6,000 to \$10,000 and still losing their homes. The voluntary Lender Loan Modification is and should be completely free to the consumer, NACA offers Consumer Home Affordable Modification Program Review and lender specific Loan modification assistance at zero cost to the consumer in exchange to allow us to inform the consumer of other legal more aggressive services available that may be needed some time in the future.

• CAN I KEEP MY HOME IF I FILE BANKRUPTCY?

If you think your home's value is equal to or less than what your loan balance is, then the true answer that only ethical and experienced Attorneys will give you is "it's up to the Bankruptcy Judge and the lender". Especially if you are having financial challenges with your current Mortgage payments without the additional Bankruptcy Trustee Payments that you will be required to make in addition to your existing unaffordable budget. It will most definitely make it impossible to afford for the potential 2-3 years for which your Bankruptcy would be scheduled. Many of today's troubled homeowners simply cannot qualify for a Chapter 13 Bankruptcy for that reason.

Another type of Bankruptcy you may qualify for may be Chapter 7. In this type of Bankruptcy the Home is rarely allowed to be retained. NACA can and will petition the courts for a "REAFFIRMATION" of a specific debt to be retained thru the Bankruptcy but ultimately you retaining the home is up to the lenders as well as the Judge.

Although Non-Profit Alliance of Consumer Advocates is willing and able to properly assist you in representing you in any Bankruptcy Court and due to the volume of our business, at a more reasonable fee than most experienced and ethical Attorneys, we strongly recommend you exhaust all other alternatives that will more than likely have a much higher success rate for your long term homeownership.

• IF I SUE MY LENDER CAN I STOP MAKING PAYMENTS ON MY HOME?

Any law suit you file is a completely separate cause of action than your lender's right to foreclosure due to your breach of contract. If your goal is not the rescission of your loan, and you wish to retain your current home a law suit with merit will give your lender additional reasons to accommodate you with a sensible resolution. This should only be handled by an experienced and ethical attorney that may present a proper motion or request to the only person that can guarantee the stop of a foreclosure, a Judge!

During the period of early 1999-2008, many lenders were so eager to originate new loans, either because of government pressure, or out of pure greed, these lenders made countless mistakes. They either did not follow the proper disclosure requirements; wrote loans they knew borrowers could never repay; or took advantage of borrowers by writing adjustable loans based on criteria they knew would cause an unreasonable escalation in monthly payment obligations for borrowers. Then, when the market collapsed, these very same lenders rushed through defaults and foreclosures, frequently violating many protective rights given to borrowers under the law. In these cases, a law suit against a lender for such predatory lending practices may be beneficial in negotiating a fair settlement. Because of Non-Profit Alliance of Consumer Advocates status, NACA has the ability to properly review, assess, draft, file, litigate and engage Licensed Attorneys in any State to file predatory lending lawsuits with the Court at a fee substantially lower than most other for Profit Law Firms, due to the volume and nature of our business.

• WHAT HAPPENS IF I DO NOT ACCEPT MY LENDERS SETTLEMENT OFFER?

Once you've retained NACA, we can use our lender fraud and violation detection analysis results to establish clear violations to State, Federal, predatory loan origination, predatory loan servicing, consumer protection civil rights violations or contractual fraud to legally demand a complete cancellation or rescission of the mortgage contract if the lender's proposed settlement is not acceptable to you. A full rescission would reverse everything that occurred after the signing of the illegal contract including but not limited to all payments made on the loan, taxes, late payments, missed payments, default and the foreclosure itself.

TESTIMONIALS

MANY PEOPLE SAY THEY CAN HELP. NACA WILL BE THERE TO HELP PRESERVE YOUR HOMEOWNERSHIP.

Your Non-Profit Alliance of Consumer Advocates Experienced Negotiators will work with your lender, exploring options that can provide a satisfactory conclusion for all parties involved. In many cases, we'll have an answer within 60 - 90 days, and sometimes sooner. While Non-Profit Alliance of Consumer Advocates negotiates a acceptable settlement solution, you can focus on tasks, such as work and family.

The following are examples of real people we've recently helped:

Marib

"We are eternally grateful to your company. We would gladly recommend your company to others in our situation"

Subject Property: Los Angeles

Lender: LITTON

| BEFORE ASSISTANCE | | AFTER ASSISTANCE | |
|-------------------|--------------|-------------------|---------------------|
| LOAN | \$306,367.14 | LOAN | \$151,367.14 |
| PAYMENT | \$2,023.24 | PAYMENT | \$711.65 |
| INTEREST RATE | 7.625% | INTEREST RATE | \$5.14 |
| DELINQUENT AMOUNT | \$38,972.70 | DELINQUENT AMOUNT | \$0.00 |

Borrower's name: Concepción

"I'm very happy and grateful, especially with Non-Profit Alliance of Consumer Advocates Counselor; he was always there for me to answer all my questions"

Subject Property: Santa Ana

LENDER: CHASE HOME FINANCE

| BEFORE ASSISTANCE | | AFTER ASSISTANCE | |
|-------------------|-------------|-------------------|---------------|
| PAYMENT | \$3,274.25 | PAYMENT | \$1,640.9 P&I |
| TAXES & INS. | \$795.00 | TAXES & INS. | \$558.00 |
| INTEREST RATE | 7.240% | INTEREST RATE | 2.125% |
| TOTAL PAYMENT | \$4,069.25 | TOTAL PAYMENT | \$2,198.90 |
| DELINQUENT AMOUNT | \$62,412.70 | DELINQUENT AMOUNT | 0.00 |

Borrower's name: Araceli & Rafael

"Thanks to Non-Profit Alliance of Consumer Advocates for helping us to get our mortgage Restructured, now we only pay half of what we used to pay"

Subject Property: Riverside, CA

LENDER: LITTON

| BEFORE ASSISTANCE | | <i>AFTER ASSISTANCE</i> | |
|-------------------|--------------|--------------------------|---------------------------|
| LOAN | \$394,812.70 | <i>LOAN</i> | <i>\$283,432.50</i> |
| PAYMENT | \$2,440.67 | <i>PAYMENT</i> | <i>\$1,533.03 P&I</i> |
| TAXES & INS. | \$533.88 | <i>TAXES&INS.</i> | <i>\$533.88</i> |
| INTEREST RATE | 7.75% | INTEREST RATE | <i>4.68%</i> |
| TOTAL PAYMENT | \$2,974.55 | <i>TOTAL PAYMENT</i> | <i>\$2,066.91</i> |
| DELINQUENT AMOUNT | \$16,902.70 | <i>DELINQUENT AMOUNT</i> | <i>\$0.0</i> |

Borrower's name: Alfredo Subject
Property: Whittier

LENDER: OCWEN

It went down from my first mortgage was at 6.625% it went down to 3.95%. The second was 11% it went down to 2.0% so thank you very much for your hard work. I'm very happy.

| BEFORE ASSISTANCE | | AFTER ASSISTANCE | |
|-------------------|------------|------------------|------------|
| PAYMENT | \$2,292.61 | PAYMENT | \$1,838.70 |
| INTEREST RATE | 6.625% | INTEREST RATE | 3.950% |

2ND.

| BEFORE ASSISTANCE | | AFTER ASSISTANCE | |
|-------------------|--------------|-------------------|-------------|
| LOAN | \$ 99,221.30 | LOAN | \$52,458.84 |
| PAYMENT | \$952.32 | PAYMENT | \$205.40 |
| INTEREST RATE | 11.00% | INTEREST RATE | 2.00% |
| DELINQUENT AMOUNT | \$5,713.92 | DELINQUENT AMOUNT | \$ 0.0 |

These testimonials are but a few of the countless that we have available for you to review. We are very proud of the results that we have achieved for our clients—AND so are they!

CALL THE NACA HOT LINE NOW! 1-855-622-2435

VISIT OUR WEBSITE TO: www.NACALaw.org

Non-Profit Alliance of Consumer Advocates

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1. **FREE Lender Fraud Detection Violation Analysis Review**
2. **FREE Permanent Principal Reduction Program Pre-Qualification**
3. **FREE Lender Specific Loan Modification package with on line password access and recall**
4. **FREE Consumer Home Affordable Modification Program (CHAMP) result review**
5. **FREE analysis of programs that are available to you with a (12) year effect on individual.**
6. **R.E.O / Trustee Sale Reversal Request (once a lender has already foreclosed on a consumer)**
7. **Lender and Servicer Lawsuits due to Violations, Misrepresentation and Fraud**
8. **Temporary Restraining Orders against foreclosing lenders**
9. **Bankruptcy Protection Programs (Chapters 7, 13 and 11)**
10. **Living Trust Programs to Save your Home and Belongings for your Children**
11. **Lender Fraud Violation Analysis Report (FrauDetect result analysis is free, Report has cost)**
12. **Consumer Representation on Unlawful Detainers when getting evicted.**
13. **Lis Pendens filing on property (making it virtually improbable that your lender sells home)**
14. **Consolidated Law Suit efforts and Class Action Law Suit assembly.**
15. **Short Pay Refinance alternative Settlement**
16. **Liquidation with rescission provisions request Settlement**
17. **Restructured Note Settlement**
18. **Delinquent Note Purchased by Investor and restructured at Market Value Settlement**

***Non-Profit Alliance of Consumer Advocates is a National Legal Clinic that offers free Legal Loan Modification Assistance with FREE on line access to Lender Specific Loan Modification package and conversation tracking in addition to a FREE review of the Consumer Home Affordable Modification Program or C.H.A.M.P in exchange for having the opportunity to inform the consumer of additional consumer protection legal services available that will have a very reasonable cost but are not in any way required to be purchased as a condition to receive FREE assistance. Hopefully you will never have the need for these services but should your lender behave unfairly or unjustly we would appreciate you considering Non-Profit Alliance of Consumer Advocates as your Law Clinic of choice.**

FORECLOSURE TIMELINE

Approximate minimum time frame for the foreclosure process

In Most Cases, A NOTICE OF DEFAULT does not get recorded until the Borrower is 3 months late.

Day 1: **Notice of Default** recorded.

Day 14: **Notice of Default** must be mailed to borrower 10 days after recording.

Day 1 Day 14 Day 91 Day 115 Day 122

Day 91: **Notice of Trustee Sale** recorded, published, and mailed
(Lender usually files 31 days before the sale because of an IRS notice requirement).

Day 15: **Deadline to Cure Default** (five business days before trustee's sale.)

* Day 112: **Trustee Sale** (Deadline to pay off loan is any time before the Trustee Sale begins.)

*** ONLY TWO (2) RESULTS CAN ARISE AT COMPLETION OF TRUSTEE SALE:**

1. Investor's purchase of asset (home), prior homeowner becomes an "unauthorized" dweller, three (3) day notice to vacate issued by new owner followed by an unlawful detainer legal action against you to force an eviction.
2. Asset (home) reverts back to Beneficiary as Real Estate Owned by Bank or R.E.O. , prior homeowner becomes an "unauthorized dweller(s)" or "squatter", with the same three (3) day notice to vacate issued by Beneficiary.

Both scenarios do not change a consumer's right to remedy a loan that was illegally originated through predatory tactics. The remedy may be different depending on the scenario.

- These time lines are specific for California and should not be used in any other State, please have your NACA representative provide your State specific time lines to base your decision of urgency. NACA has the ability to and reserves the right to engage a qualified Licensed Attorney in any State you either live in, have a property in or have any ties to that specific State thru "Of Council" or "Co- Council" agreements.
- PLEASE complete the following 3 pages as accurately as your memory serves you and retain a copy for your personal consultation after you've faxed to 866-773-7864 or emailed them to info@NACALaw.org. We recommend you verify our receipt by dialing 1-855-622-2435.



The following forms can be completed either by the consumer or an advocate affiliate on behalf of the consumer based on the consumer's best case recollection*.

Completed forms can be sent back to Nonprofit Alliance of Consumer Advocates either thru email or fax to:

CustomerService@NACALaw.org or fax to: (866) 773-7864

along with this cover sheet so one of our staff can immediately proceed in entering the data in to our *ezLegal* software allowing us to create and generate both a completely FREE no Cost to the Consumer Loan Modification Package along with a completely FREE Lender Fraud and Violation Analysis Report.

Clients Name: _____

Subject Property Address : _____

N.A.C.A Counselor: (name) _____

Affiliate Company Name: _____

(If applicable)

Affiliate Staff Name: _____

(If applicable)

Affiliate email address: _____

(If applicable)

Affiliate Contact Number: _____

Date sent: _____ Time sent: _____

Special Notes:

*Documents to collaborate information will need to be furnished before a full package can be delivered to lender.



Non-Profit Alliance of Consumer Advocates
A NATIONAL NON PROFIT LAW CLINIC
LOAN RESCISSION CASE
EVALUATION

| | |
|-----------------------|-----------------------|
| <i>Client name</i> | <i>Phone number</i> |
| <i>Address</i> | <i>Representative</i> |
| <i>e-mail address</i> | <i>Date:</i> |

IF YOU ANSWER YES TO ANY OF THE FOLLOWING QUESTIONS YOU MAY HAVE A LEGAL CAUSE OF ACTION AGAINST YOUR CURRENT LENDER THAT COULD **FORCE** AN ACCEPTABLE SETTLEMENT OR COMPLETE CANCELLATION OF YOUR CURRENT LOAN. (CHECK THE CORRECT BOX)

Select correct answer

| | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|-----------------------------------|
| 1 Do you have something other than 30 year fixed loan? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Not sure <input type="checkbox"/> |
| 2 Were there ANY terms of your current loan that you did not understand or agree to? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Not sure <input type="checkbox"/> |
| 3 Was ANY part of your current loan negotiated in any language other than English? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Not sure <input type="checkbox"/> |
| 4 If "Yes" to prior question; did you receive a copy of your loan documents only in English? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Not sure <input type="checkbox"/> |
| 5 At any time were you misled into believing that the current loan you have was to be temporary and you would be able to refinance your loan for better terms sometime in the future? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Not sure <input type="checkbox"/> |
| 6 Was your Good Faith Estimate (GFE) different " in any way " from the final Loan you received? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Not sure <input type="checkbox"/> |
| 7 Did you disclose or provide income documentation to your lender's representative at any time when you applied for your current loan that may have been disregarded, manipulated or changed for approval? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Not sure <input type="checkbox"/> |
| 8 Was your true monthly gross taxable income less than 3 times of what your full monthly Mortgage payment including Tax and Insurance was at the time you received the loan? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Not sure <input type="checkbox"/> |
| 9 Was your true taxable income at that time less than 3 times what your maximum adjusted monthly P.I.T.I payment is to be at the end of your existing loan after the maximum margin is reached? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Not sure <input type="checkbox"/> |
| 10 Do you remember if there was any thing the lenders representative may have said or did to influence you in to accepting your loan that you suspect may have been untrue? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Not sure <input type="checkbox"/> |

DOCUMENT ANY STATEMENT OR ACTION YOU REMEMBER TO BE A MISLEADING, INCORRECT, UNTRUE OR BLATANTLY FALSE MISREPRESENTATION THAT YOU NOW SUSPECT WAS ONLY TO INDUCE OR TRICK YOU INTO SIGNING THE LOAN.

FINANCIAL "QUICK" FORM

| | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|--|
| Name of Home Owners employer: | | Yrs Worked () Wk #: | |
| Additional homeowner's name: | | | |
| Additional homeowner's employer: | | Yrs Worked () Wk #: | |
| When did you buy this property? _____ | Original term of existing Loan : (select one) 30 yr fxd 2/28 3/27 5/25 7 /23 Neg Am <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | | |
| What was the total gross monthly income(s) when you received this loan? \$ _____ per month _____ (estimate) | | Variable Rate increase date : _____ | |
| When did you acquire the existing loan? Date: ____ / ____ / ____ | | Loan term (years): _____ | |
| What consumer credit obligations did you have when you received the loan? i.e: Credit cards, student loan pmts, Auto loans :\$ _____ per month (est.) | | What was your credit score when you received this loan? Yours Mid score _____ Co-x Mid score: _____ | |

| BORROWER'S NAME: | | MONTHLY EXPENSES | | MONTHLY PMT | |
|-------------------------------|---------|-------------------------|---------|--------------------------------|--|
| HOME PHONE #: | | RENT'S | | | |
| CELL PHONE #: | | HOME REPAIRS | | | |
| HOME ADDRESS: | | PROPERTY TAXES | | | |
| CITY, STATE, ZIP: | | HOME OWNERS INSURANCE | | | |
| E-MAIL: | | ASSOCIATION MONTHLY PMT | | | |
| SUBJ.PROP ADDRESS: | | OTHER MORTGAGES/ INST | | | |
| SUBJ.CITY STATE, ZIP: | | CHILD CARE | | | |
| CURRENT PROPERTY VALUE: | | AUTO LOAN | | | |
| PROPERTY TAX MONTHLY PAYMENT: | | AUTO INSURANCE | | | |
| HOMEOWNERS INS MONTHLY PMT: | | | | | |
| HOA FEES: | | MEDICAL/ DR. EXPENSES | | | |
| CURRENT BAL 1ST T.D: | | HOSPITAL BILLS | | | |
| 1ST P&I PAYMENT: | | HEALTH INSURANCE | | | |
| CURRENT BAL. 2ND T.D: | | | | | |
| 2ND P&I PAYMENT: | | CELL PHONE | | | |
| TOTAL PITI: | | TELEPHONE | | | |
| PROPOSED MODIFICATION | | 2nd TD | | | |
| 1 ^o T.D | CURRENT | PROPOSED | CURRENT | PROPOSED | |
| MAXIMUM | | | | | |
| TAX MONTHLY PAYMENT | | | | | |
| INS. | | | | | |
| TOTAL | | | | | |
| PROP RATE | | | | | |
| INCOME | | NET | | GROSS | |
| BORROWER'S INCOME | | | | GAS AND HEATING | |
| CO-BORROWER'S INCOME | | | | ELECTRICITY | |
| CHILD SUPP/ ALIMONY | | | | TRASH AND SEWER | |
| RENTAL | | | | FOOD | |
| SOCIAL SECURITY | | | | WATER | |
| PENSION/ RETIREMENT | | | | TRANSP/GAS/BUS FARE | |
| OTHERS | | | | CABLE/ SATELLITE | |
| TOTAL | | | | CLOTHING | |
| | | | | LAUNDRY/DRY CLEANING | |
| | | | | OTHER | |
| | | | | Total Revolving C/C Payments | |
| | | | | SUB TOTAL | |
| | | | | TOTAL EXPENSES INCLUDING (p&i) | |
| | | | | TOTAL PROPOSED EXPENSES | |
| | | | | PRIOR NET +/-LOSS - | |
| | | | | PROPOSED GAIN +/- | |

CHECK THE RIGHT ANSWERS BELOW

| | | | | |
|---|------------------------------------------------------------------------------------------------|-----|----|-------|
| 1 | Have you made this month's FULL MORTGAGE payment to your Lender yet? | Yes | No | Maybe |
| 2 | Are you able to make Next Months FULL MORTGAGE payment if required? | Yes | No | Maybe |
| 3 | Could you prove you could have made your MODIFIED payment for every missed month? | Yes | No | Maybe |
| 4 | If not, can you show at least 4 months worth of MODIFIED payments as reserve if needed? | Yes | No | Maybe |
| 5 | You would be willing to re-purchase home back from existing or new lender at market value? | Yes | No | Maybe |
| 6 | You would be willing to execute a Short Pay Refinance at market value if available to you? | Yes | No | Maybe |
| 7 | You would be willing to use an Aggressive Legal Process to invalidate or rescind your loan? | Yes | No | Maybe |
| 8 | Has Lender formally initiated Foreclosure Process? (i.e.: Notice of Default or Notice of Sale) | Yes | No | Maybe |



Non-Profit Alliance of Consumer Advocates
A NATIONAL NON PROFIT LAW CLINIC
FINALY FREE LEGAL LOAN MODIFICATION
HELP IS HERE

Name: _____ **Date:** _____
Evaluator: _____ **Time** _____

ATTENTION: DUE TO THIS SERVICE BEING OFFERED FOR FREE* AND AT ZERO COST* TO THE CONSUMER, WE REQUIRE THAT YOU COME TO YOUR "PRE-SET" APPOINTMENT WITH AS MANY OF THE FOLLOWING ITEMS AS POSSIBLE IN SEQUENTIAL ORDER TO BE INCLUDED IN YOUR FREE* LOAN MODIFICATION PACKET IN THE EVENT A PREQUALIFICATION FOR A PERMANENT PRINCIPAL REDUCTION PROGRAM IS UNAVAILABLE FOR YOUR LOAN. COPIES OF THE ITEMS IN THE ORDER AS THEY APPEAR MUST BE READY FOR YOUR LEGAL CASE EVALUATOR TO INCORPORATE IN YOUR FREE* LOAN MODIFICATION

| | DESCRIPTION OF CONDITION | YES | NO | DATE EXPECTED |
|-----|----------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|---------------|
| 1 | Current Pay Check Stubs for primary borrower(s) (to cover 1 full month) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2 | Current Pay Check Stubs for additional borrower(s) (to cover 1 full month) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3 | W2's for Primary Borrower(s) for most recent 2 years (current on top) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4 | W2's for additional Borrower(s) for most 2 recent years (current on top) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 5 | Additional Proof of income verification. (most recent on top, oldest last, 3 months recommended) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 6* | Bank Statements of all accounts (most recent on top, oldest last, 3 months recommended) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 7* | Summary of all bills & expenses w/ totals Including all Credit Card Statements. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 8 | Letter of explanation for any irregularities in regards to Income and Expenses. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 9 | Handwritten Letter of Explanation & proof of hardship. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 10 | Copies of Documents from troubled loan(s)of concern. (Application, Final HUD, Good Faith Estimate, NOTE & Right of Rescission) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 11 | W2's / 1099s and or Tax Returns from year loan was acquired and one year prior. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 12* | Cancelled Check of past Mortgage payment or major payment made from an open and active account. (front & back) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 13 | List of property deficiencies w/digital pictures 1 front ,1 back & 3 interior, to show lender cost of repair | <input type="checkbox"/> | <input type="checkbox"/> | |
| 14 | Undeniable proof you can maintain proposed modified payment if loan modification is accepted. | <input type="checkbox"/> | <input type="checkbox"/> | |

In order to qualify for and receive these free services, you agree to allow us to present to you all available options, Including options which will have a fee if you wish them.*** (w/out obligation)

X _____ Date: _____