



LEPIZZERA • LAPROCINA

***YOUR GUIDE
TO
SIMPLIFYING
THE
SHORT SALE***

(Fifth Third Bank Package)



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SHORT SALE CHECK LIST

FINANCIAL INFORMATION

- ☐ Tax Information
 - ☐ Two most recent 1040's
 - ☐ Two most recent W2's
- ☐ Two Months Most Recent Bank Statements- all pages
- ☐ 30 days Most Recent Paycheck Stubs or Commission Check Stubs
- ☐ Self Employed – Current Year to Date Profit & Loss

HARDSHIP INFORMATION

- ☐ Hardship Letter written and signed and dated by seller
- ☐ Any documentation supporting the hardship letter
 - ~ (i.e. Medical Bills, Child Support/Alimony Payments, etc.)

MORTGAGE AND OTHER RELATIVE PROPERTY INFORMATION

- ☐ 1st Mortgage Statement
- ☐ 2nd Mortgage Statement (if applicable)
- ☐ Recent Real Estate Tax Bills (if available)
- ☐ Condo Association Contact info. Are you delinquent? Yes or no
- ☐ Any recent water/ sewer Bills (if available)

LEPIZZERA & LAPROCINA DOCUMENTS TO BE COMPLETED BY SELLER

- ☐ Authorization Form
- ☐ Monthly Budget
- ☐ L & L Disclosure

QUESTIONS TO BE ASKED OF SELLER

- ☐ How many months delinquent?
- ☐ Is there a notice of default filed yet & if so when?
- ☐ Is there a bank sale date yet and if so when?

INFORMATION TO BE PROVIDED BY LISTING AGENT/BUYER'S AGENT

- ☐ Listing Agreement
- ☐ Purchase & Sale Agreement
- ☐ Commitment Letter from new Lender for the Buyer
- ☐ Comps
- ☐ Printout detailing time on the market and sales prices
- ☐ Seller Contact Information Sheet
- ☐ Realtor Contact Information Sheet

Seller Contact Sheet

■ Name: _____

■ Property Address: _____

■ Current Mailing Address: _____

■ Home Phone: _____

■ Cell Phone: _____

■ Work Phone: _____

■ E-mail Address: _____

■ How Many Mortgages On The Property? _____

~ Please List:

Lender: _____

Acct #: _____

Lender: _____

Acct #: _____

Lender: _____

Acct #: _____

Listing Agent Contact Information

- Name: _____
- Agency: _____
- Cell phone: _____
- Office Phone: _____
- E-mail Address: _____

- Is this a co-broke? YES or NO

Buyer's Agent Contact Information

- Name: _____
- Agency: _____
- Cell Phone: _____
- Office Phone: _____
- E-mail Address: _____



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AUTHORIZATION

- We hereby authorize Paul Laprocina, Jr., Esq., Michael Lepizzera, Jr., Esq., Christopher DePalo, Esq., Daniel Balkun, Diana Cordeiro, Mary-Lynn DeSimone, Melissa Cabral, Paula Frias, Tina Champagne, Ryan Boughton, Jodi Lussier, Coleen Palmisano, John Geisser, and Stephanie Thivierge (all of Lepizzera and Laprocina) 117 Metro Center Boulevard, Suite 2001, Warwick, Rhode Island 02886 to obtain any and all information relating to the following mortgage(s):

(Lender)

(Account Number)

(Lender)

(Account Number)

- In reference to the property address of:

(address)

(city)

(state)

(zip)

X

(Signature)

(Date)

(Print name)

(Social Security Number)

X

(Signature)

(Date)

(Print name)

(Social Security Number)



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Short Sale Disclosure

- Thank you for choosing Lepizzera & Laprocina for the sole purpose of negotiating a short sale of your (hereinafter “Seller’s”) real property located at: _____ (hereinafter referred to as “the Property”). A “short sale” is a voluntary sale of the Property for a price that is less than the total amount of any mortgages and/or liens that currently encumber the Property.
- During this process, Lepizzera & Laprocina will negotiate with the Seller’s mortgage and/or lien holders to short sell the Property. In order to effectuate a successful short sale, all of the Seller’s mortgage and/or lien holder(s) must approve the proposed short sale that is negotiated by Lepizzera & Laprocina.
- In order to effectively negotiate the short sale, Seller must provide any relevant financial and other personal information to Lepizzera & Laprocina upon request. Upon receipt, the information will be submitted to Seller’s mortgage and/or lien holder(s). The information will permit the mortgage and/or lien holders to fully analyze the requested short sale.
- In order for Lepizzera & Laprocina to commence the negotiation process with the mortgage and/or lien holder, Seller must read, fully understand and acknowledge all provisions set forth below. The provisions set forth fully disclose the terms of the engagement and scope of services offered by Lepizzera & Laprocina. The provisions also fully disclose the limitations on Lepizzera & Laprocina’s services offered.
- Lepizzera & Laprocina is not associated with the government, and our service is not approved by the government or your lender.
- Lepizzera & Laprocina does not accept any upfront fees or payments from Seller.
- After Seller has read and fully understood each provision, Seller must initial each provision to verify that said provision has been fully read and understood. If the Seller does not fully understand the terms of the Disclosure, Seller shall consult independent counsel in Seller’s applicable jurisdiction.
- Lepizzera & Laprocina looks forward to working with you to assist in the successful sale of your Property.
- The Seller(s) understand and acknowledge that:
 - _____ 1. Lepizzera & Laprocina’s scope of engagement is for the sole purpose of negotiating the proposed short sale of the subject Property. Seller acknowledges that Lepizzera & Laprocina is in no way representing or acting as legal counsel to Seller. Lepizzera & Laprocina is not offering any legal advice to Seller. Seller acknowledges that Seller has been advised to seek independent advice of counsel regarding any and all legal issues that may arise as a result of any short sale transaction.
 - _____ 2. All short sales are solely subject to the approval of all of Seller’s mortgage and/or lien holders associated with the Property.
 - _____ 3. Lepizzera & Laprocina does not warrant and cannot guarantee that Seller’s mortgage and/or lien holders will approve the proposed short sale. Seller’s mortgage and/or lien holder(s) are under no obligation to approve the proposed short sale. The decision to approve said short sale rests solely within the discretion of the mortgage and/or lien holder(s). Further, Lepizzera & Laprocina cannot guarantee and make no representation that it will be able stop, postpone or cancel any foreclosure proceedings initiated by any mortgage and/or lien holder(s).
 - _____ 4. Seller agrees to provide any and all documents and/or information requested by Lepizzera & Laprocina for the purpose of processing and negotiating the proposed short sale. Seller further agrees that it is Seller’s affirmative obligation to immediately notify Lepizzera & Laprocina of any and all foreclosure proceedings initiated by any party. Seller is responsible to receive and open any and all notifications regarding the subject Property received by mail and/or service of process. If Seller does not reside at the subject Property or there has been a change in Seller’s mailing address, Seller must notify the mortgage and/or lien holders of the new address to ensure receipt of all notices.



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Short Sale Disclosure Continued

- _____ 5. Seller hereby acknowledges that no proceeds from the sale of the subject Property will be received by Seller. All net proceeds from the short sale of Seller's home, including any refunded insurance premiums, shall be paid to Seller's mortgage and/or lien holders.
- _____ 6. Seller acknowledges that the mortgage and/or lien holder(s) may accept Seller's proposed short sale and issue a lien release while preserving its right to pursue a judgment against Seller for any deficiencies owed as a result of the mortgage and/or lien holder(s) agreement to accept less than a full payoff. Lepizzera & Laprocina does not warrant and cannot guarantee that a deficiency resulting from the short sale will be forgiven, waived and/or cancelled by the mortgage and/or lien holder(s). Various jurisdictions may be governed by an anti-deficiency statute that prohibits mortgage and/or lien holder(s) from seeking a deficiency judgment against Seller. The scope of Lepizzera & Laprocina's service does not include negotiating settlements in the event the mortgage and/or lien holder(s) seek to recover monies from Seller stemming from a deficiency balance that may exist after closing. Seller further acknowledges that Seller has been advised to seek the advice of legal counsel in Seller's jurisdiction to determine whether an anti-deficiency statute or various applicable laws govern the recourse rights of mortgage and/or lien holder(s) which may affect the Seller's decision to proceed with a short sale.
- _____ 7. The acceptance of a payoff for less than the full amount owed to Seller's mortgage and/or lien holder(s) may be reported to the credit bureaus, which may negatively impact Seller's credit rating and serve as an impediment on Seller's ability to obtain future credit. Lepizzera & Laprocina does not negotiate with any credit bureau on behalf of Seller.
- _____ 8. The mortgage and/or lien holders may forgive a portion or all of Seller's debt, which may be considered income to Seller. Seller should consult an independent, qualified professional regarding any questions or concerns regarding any potential tax liabilities of a short sale.
- _____ 9. Seller is not obligated to pay Lepizzera & Laprocina in advance for the negotiation of Seller's payoff(s). Seller acknowledges that Seller understands that Lepizzera & Laprocina will seek compensation from the mortgage and/or lien holder(s) from the proceeds of the short sale. Lepizzera & Laprocina will not claim, demand, charge, collect or receive any compensation until after Lepizzera & Laprocina has fully performed or attempted to perform each and every service in an effort to effectuate the short sale of the Property.
- Compensation is approved by the mortgage and/or lien holder(s). Compensation is deducted from the net proceeds that the mortgage and/or lien holder(s) have agreed to accept by approving the short sale.
- _____ 10. Seller agrees and acknowledges that Lepizzera & Laprocina has made no promises, guarantees, or representations made to Seller which are contrary to the disclosures and information contained herein. Seller(s) may accept or reject any short sale approval presented to them resulting from our negotiation of the short sale.

■ Seller(s) have read, understand and acknowledge the foregoing Short Sale Disclosure and fully agree with the terms and conditions contained herein.

Name date

witness

Name date

witness



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HELP FOR AMERICA'S HOMEOWNERS.



Servicer: _____

Address of Servicer: _____

Loan #: _____

Servicer FAX: _____

Servicer Email: _____

Date: ____/____/____

Borrower: _____

Co-Borrower: _____

Address of Borrower: _____

Borrower Phone: _____

Borrower Email: _____

Request for Approval of Short Sale Pursuant to Agreement Dated (Date of SSA: ____/____/____)

This is a Request for Approval of the Short Sale Pursuant to Agreement Dated [Date of SSA] between the above referenced Servicer ("Servicer") and the borrower and co-borrower ("Borrower" or "you"). Under penalty of perjury you certify that:

- 1) the sale of the property is an "arm's length" transaction, between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- 2) there are no agreements or understandings between you and the Buyer that you will remain in the property as a tenant or later obtain title or ownership of the property;
- 3) neither you nor the Buyer will receive any funds or commissions from the sale of the property; and
- 4) there are no agreements or offers relating to the sale or subsequent sale of the property that have not been disclosed to the Servicer.

Please read and sign below.

Borrower Signature

Date

Co-Borrower Signature

Date

**Program Terms And Conditions****Terms of Sale [All blanks to be completed by Borrower]:**

1. Contract Sales Price	\$	6. Closing Date:
2. Less Total Allowable Closing Costs	\$	7. Approved Buyer(s):
a. Commissions	\$	
b. Settlement Escrow/Attorney Fees	\$	
c. Seller's Title and Escrow Fees	\$	8. Settlement Agent:
d. Subordinate Lien Payoff	\$	
e. Transfer taxes/stamps/recording fees	\$	
f. Real Property Taxes	\$	9. Settlement Agent's Address:
g. Termite Inspection/Repair	\$	
h. Borrower Relocation Assistance	\$ 3,000	
i. Other (attach explanation)	\$	
3. Net Proceeds to Servicer	\$	
4. Earnest Money Deposit	\$	10. Settlement Agent's Office Phone:
5. Down Payment	\$	11. Settlement Agent's Office Fax:

As required by the Short Sale Agreement, copies of the following documents are attached:

- ☐ Sales contract and all addenda
☐ Buyer's documentation of funds or Buyer's pre-approval or commitment letter on letterhead from lender

The Borrower represents that the information provided in this Request is true and accurate and authorizes the Servicer to disclose to the U.S. Department of the Treasury or other government agency, Fannie Mae and/or Freddie Mac any information provided in connection with the Making Home Affordable program.

Borrower Signature	Date	Co-Borrower Signature	Date
Printed Name		Printed Name	

If you would like to speak with a counselor about this program, call the Homeowners HOPE™ Hotline 1-888-995-HOPE (4673). The Homeowner's HOPE™ Hotline offers free HUD-certified counseling services and is available 24/7 in English and Spanish. Other languages are available by appointment.

If you have questions, please contact us directly between the hours of [insert hours] at [insert toll free number.]

NOTICE TO BORROWER

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 in your home, 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 Lender 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. Mail can be sent Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.

