



LEPIZZERA • LAPROCINA

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

(EMC Package)



LEPIZZERA · LAPROCINA

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: _____



AUTHORIZATION

- We hereby authorize Paul Laprocina, Jr., Esq., Michael Lepizzera, Jr., Esq., Christopher DePalo, Esq., Christopher Reale, Mary-Lynn DeSimone, Melissa Cabral, Tina Champagne, John Geisser, Stephanie Thivierge and Coleen Palmisano (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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EMCTM
Mortgage Corporation

Required Documentation Checklist

1A. FROM YOU, THE BORROWER AND CO-BORROWER

If you are a Wage Earner (you receive a W-2 from your employer) please provide:

- Two (2) most recent Pay Stubs (two for each borrower)
- Length of service with Current Employer: Borrower Year(s): _____ Month(s): _____ Co-borrower Year(s): _____ Month(s): _____
- Most recent one (1) month's complete Bank Statement

If you are Self Employed, please provide:

- P & L Statement / Audited or reviewed YTD (Income Statement (must provide)
- Most recent two (2) years' Tax Returns Completed (personal and business, signed with all pages) or 1099s or most recent two (2) years filed and proof of extension
- Last four (4) months complete Business and Personal Bank Statements (must provide all pages. (If a business account is not used, provide a written statement stating a business account is not used)

Everyone must provide the following:

- Most recent statement(s) supporting assets listed on page 2 of the Request for Consideration of Short Sale Form (must provide all pages of statements)
- Most recent completed Tax Return (signed with all pages) or most recent filed and proof of extension (signed with all pages)
- Proof of occupancy (if owner occupied) - a recent utility bill in your name at property address
- (If loan is Non-Escrowed:
 - A) Copy of the most recent property tax bill(s) with a copy of the cancelled check for all applicable taxes (County, City, School, etc.)
 - B) Copy of the current insurance declaration page for all applicable coverage types (must show premium amount for homeowner's, flood, and wind)
 - C) Proof of payment of Homeowner's Association Fees (if applicable)
- (If Non-Owner Occupied:
 - A) Rental Income with copies of Rental Agreement if a tenant resides in the property
 - B) Amount of Principal, Interest, Taxes, Insurance, and Home Owner Dues for Primary Residence
 - C) Primary Residence Address
- Authorization to Provide and Release Information- Allows Realtor or designee to discuss the account with EMC, if desired.
Be sure to sign this form
- Completed Request for Consideration of Short Sale Form (enclosed). **Be sure to sign and date this form.**
- Completed 4506T-EZ - Request for Transcript of Tax Return (enclosed.) **Be sure to sign and date this form.**

1B. FROM YOUR REAL ESTATE AGENT

- Listing Agreement
- Detailed Listing History (MLS Printout)
- Sales / Purchase Contract (Signed Offer)
- 3 Comparable Active Listings/3 Comparable Sales/Pictures of the Property & Neighborhood
- HUD (Estimated Closing Statement)



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AUTHORIZATION TO PROVIDE AND RELEASE INFORMATION

TO: EMC
DATE: _____
RE: MORTGAGE LOAN NUMBER: _____
BORROWER(S): _____
PROPERTY ADDRESS: _____

I/{We}, _____ {borrower{s} name{s}} , currently residing
at _____ in the County of _____,
State of _____, hereby authorize EMC Mortgage Corporation to release, furnish, and provide any information related to my
mortgage under loan number _____ to _____
_____ {name of third party}.

**I UNDERSTAND THAT THIS AUTHORIZATION IS VALID UNTIL SUCH TIME
THAT CHASE CONFIRMS IT HAS RECEIVED WRITTEN NOTICE FROM ME
REVOKING THIS PRIOR AGREEMENT.**

Borrower Signature

Co-borrower Signature

Borrower Name {Printed}

Co-borrower Name {Printed}



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REQUEST FOR CONSIDERATION OF SHORT SALE FORM page 1

COMPLETE ALL FOUR PAGES OF THIS FORM

Loan I.D. Number _____ Servicer _____

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	

I want to:	<input type="checkbox"/> Keep the Property	<input type="checkbox"/> Sell the Property	
The property is my:	<input type="checkbox"/> Primary Residence	<input type="checkbox"/> Second Home	<input type="checkbox"/> Investment
The property is:	<input type="checkbox"/> Owner Occupied	<input type="checkbox"/> Renter Occupied	<input type="checkbox"/> Vacant

Mailing address		
Property address (if same as mailing address, just write same)	E-mail address	

Is the property listed for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No Have you received an offer on the property? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of offer _____ Amount of offer \$ _____ Agent's Name: _____ Agent's Phone Number: _____ For Sale by Owner? <input type="checkbox"/> Yes <input type="checkbox"/> No	Have you contacted a credit-counseling agency for help? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please complete the following: Counselor's Name: _____ Agency Name: _____ Counselor's Phone Number: _____ Counselor's E-mail: _____
--	---

Who pays the real estate tax bill on your property? <input type="checkbox"/> I do <input type="checkbox"/> Lender does <input type="checkbox"/> Paid by condo or HOA Are the taxes current? <input type="checkbox"/> Yes <input type="checkbox"/> No Condominium or HOA Fees <input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____ Paid to: _____	Who pays the hazard insurance premium for your property? <input type="checkbox"/> I do <input type="checkbox"/> Lender does <input type="checkbox"/> Paid by Condo or HOA Is the policy current? <input type="checkbox"/> Yes <input type="checkbox"/> No Name of Insurance Co.: _____ Insurance Co. Tel #: _____
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Have you filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 Filing Date: _____ Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No Bankruptcy case number _____

Additional Liens/Mortgages or Judgments on this property:			
Lien Holder's Name/Servicer	Balance	Contact Number	Loan Number

HARDSHIP AFFIDAVIT

I (We) am/are requesting review under the Making Home Affordable program. 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: unemployment, underemployment, reduced pay or hours, decline in business 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. |

Other:

Explanation (continue on back of page 3 if necessary): _____



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INCOME/EXPENSES FOR HOUSEHOLD¹

Number of People In Household:

Monthly Household Income		Monthly Household Expenses/Debt		Household Assets	
Monthly Gross Wages	\$	First Mortgage Payment	\$	Checking Account(s)	\$
Overtime	\$	Second Mortgage Payment	\$	Checking Account(s)	\$
Child Support / Alimony / Separation ²	\$	Insurance	\$	Savings/ Money Market	\$
Social Security/SSDI	\$	Property Taxes	\$	CDs	\$
Other monthly income from pensions, annuities or retirement plans	\$	Credit Cards / Installment Loan(s) (total minimum payment per month)	\$	Stocks / Bonds	\$
Tips, commissions, bonus and self-employed income	\$	Alimony, child support payments	\$	Other Cash on Hand	\$
Rents Received	\$	Net Rental Expenses	\$	Other Real Estate (estimated value)	\$
Unemployment Income	\$	HOA/Condo Fees/Property Maintenance	\$	Other _____	\$
Food Stamps/Welfare	\$	Car Payments	\$	Other _____	\$
Other (investment income, royalties, interest, dividends etc.)	\$	Other _____	\$	Do not include the value of life insurance or retirement plans when calculating assets (401k, pension funds, annuities, IRAs, Keogh plans, etc.)	
Total (Gross Income)	\$	Total Debt/Expenses	\$	Total Assets	\$

INCOME MUST BE DOCUMENTED

¹Include combined income and expenses from the borrower and co-borrower (if any). If you include income and expenses from a household member who is not a borrower, please specify using the back of this form if necessary.

²You are not required to disclose Child Support, Alimony or Separation Maintenance income, unless you choose to have it considered by your servicer.

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



ACKNOWLEDGEMENT AND AGREEMENT

In making this request for consideration under the Making Home Affordable Program I certify under penalty of perjury:

1. That all of the information in this document is truthful and the event(s) identified on page 1 is/are the reason that I need to request a modification of the terms of my mortgage loan, short sale or deed-in-lieu of foreclosure.
2. I understand that the Servicer, the U.S. Department of Treasury, or their agents may investigate the accuracy of my statements and may require me to provide supporting documentation. I also understand that knowingly submitting false information may violate Federal law.
3. I understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any facts(s) in connection with this document, the Servicer may cancel any Agreement under Making Home Affordable and may pursue foreclosure on my home.
5. I am willing to provide all requested documents and to respond to all Servicer questions in a timely manner and to otherwise comply with all requirements of the Making Home Affordable Program that may be in effect from time to time.
6. I understand that the Servicer will use the information in this document to evaluate my eligibility for a loan modification or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me assistance based solely on the statements in this document.
7. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
8. If I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents, or am currently entitled to the protections of any automatic stay in bankruptcy, I acknowledge that Servicer is providing the information about the Making Home Affordable program at my request and for informational purposes, and not as an attempt to impose personal liability for the debt evidenced by the Note.
9. I acknowledge that while my request is being evaluated, the Servicer may suspend any scheduled foreclosure sale, but may continue to send legal notices related to foreclosure. Any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if I fail to comply with the terms and conditions of the Making Home Affordable program, including any trial period plan, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action. All rights to such notices are hereby waived by me to the extent permitted by applicable law. I further acknowledge that when the Servicer accepts and posts a payment during the time I am being evaluated, including during any trial period, it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or any foreclosure action and related activities and shall not constitute a cure of any default under the loan documents evidencing and securing the loan unless such payments are sufficient to completely cure my entire default under the loan documents. If I am in foreclosure, I agree that all trial payments will be made in certified funds.
10. I further acknowledge and agree that if I am offered a trial period plan by the Servicer, making the first payment due under such trial period plan shall be deemed an acceptance of the terms and conditions of the plan.
11. I understand that the Servicer will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I understand and consent to the disclosure of my personal information and the terms of Making Home Affordable Agreement by Servicer to (a) the U.S. Department of the Treasury; (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services in conjunction with Making Home Affordable; and (e) any HUD certified housing counselor.
12. I will execute such other and further documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Plan or any final modification, short sale or deed-in-lieu of foreclosure that I am offered; or (ii) correct the terms and conditions of this Plan or any final modification that I am offered if an error is discovered or the Servicer deems it reasonably necessary to comply with the terms of the Making Home Affordable Program or other program for which I may qualify.



BORROWER SIGNATURE

Date: ____/____/____

CO-BORROWER SIGNATURE

Date: ____/____/____

HOMEOWNER'S HOTLINE

*If you have questions about this document or the modification process, 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 service 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 misrepresentation 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.sig tarp.gov. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.





Purpose of form. Individuals can use Form 4506T-EZ to request a tax return transcript that includes most lines of the original tax return. The tax return transcript will not show payments, penalty assessments, or adjustments made to the originally filed return. You can also designate a third party (such as a mortgage company) to receive a transcript on line 5. Form 4506T-EZ cannot be used by taxpayers who file Form 1040 based on a fiscal tax year (that is, a tax year beginning in one calendar year and ending in the following year). Taxpayers using a fiscal tax year must file Form 4506-T, Request for Transcript of Tax Return, to request a return transcript.

Use Form 4506-T to request the following.

- ◆ A transcript of a business return (including estate and trust returns).
- ◆ An account transcript (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).
- ◆ A record of account, which is a combination of line item information and later adjustments to the account.
- ◆ A verification of nonfiling, which is proof from the IRS that you did not file a return for the year.
- ◆ A Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.

Form 4506-T can also be used for requesting tax return transcripts.

Automated transcript request. You can call 1-800-829-1040 to order a tax return transcript through the automated self-help system. You cannot have a transcript sent to a third party through the automated system.

Where to file. Mail or fax Form 4506T-EZ to the address below for the state you lived in when that return was filed.

If you are requesting more than one transcript or other product and the chart below shows two different RAIVS teams, send your request to the team based on the address of your most recent return.

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
Florida, Georgia, North Carolina, South Carolina	RAIVS Team P.O. Box 47-421 Stop 91 Doraville, GA 30362 770-455-2335
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team Stop 6716 AUSC Austin, TX 73301 512-460-2272
Alaska, Arizona, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	RAIVS Team Stop 37106 Fresno, CA 93888 559-456-5876
Arkansas, Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia	RAIVS Team Stop 6705 P-6 Kansas City, MO 64999 816-292-6102

Signature and date. Form 4506T-EZ must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506T-EZ within 120 days of the date signed by the taxpayer or it will be rejected.

Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506T-EZ exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. Sections 6103 and 6109 require you to provide this information, including your SSN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506T-EZ will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form, 9 min.;** **Preparing the form, 18 min.;** and **Copying, assembling, and sending the form to the IRS, 20 min.**

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506T-EZ simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where to file* on this page.



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]:

Table with 2 columns and 11 rows detailing terms of sale such as Contract Sales Price, Closing Date, and Settlement Agent information.

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.sig tarp.gov. Mail can be sent Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.





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.

