

YOUR GUIDE TO SIMPLIFYING THE SHORT SALE

(PCU Package)



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
a son Employed Current real to Butte Front & Boss
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
□ 1 st Mortgage Statement
□ 2 nd 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)
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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?
~ <u>Please List</u> :
Lender:
Acet #:
Lender:
Acct #:
Lender:
Acct #:



Listing Agent Contact Information

	Name:					
	Agency:					
	Cell phone:					
	Office Phone:					
	Is this a co-brol		or	NO		
	Name:	·		itact Inforn	nation	
-	Agency:					
=	Agency: Cell Phone:					
=	Agency: Cell Phone:					



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) (Signature) (Date) (Print name) (Social Security Number) (Signature) (Date) (Print name) (Social Security Number)



Short Sale Disclosure

		noosing Lepizzera & Laprocina for the sole purpose of negotiating a short sale of your (hereinafter "Seller's") atted at: (hereinafter referred to as "the hort sale" is a voluntary sale of the Property for a price that is less than the total amount of any mortgages and/
		hort sale" is a voluntary sale of the Property for a price that is less than the total amount of any mortgages and/ently encumber the Property.
	Property. In orde	ess, Lepizzera & Laprocina will negotiate with the Seller's mortgage and/or lien holders to short sell the or to effectuate a successful short sale, all of the Seller's mortgage and/or lien holder(s) must approve the ale that is negotiated by Lepizzera & Laprocina.
	Lepizzera & Lap	ively negotiate the short sale, Seller must provide any relevant financial and other personal information to rocina upon request. Upon receipt, the information will be submitted to Seller's mortgage and/or lien holder(s). will permit the mortgage and/or lien holders to fully analyze the requested short sale.
	fully understand engagement and	zzera & Laprocina to commence the negotiation process with the mortgage and/or lien holder, Seller must read, and acknowledge all provisions set forth below. The provisions set forth fully disclose the terms of the scope of services offered by Lepizzera & Laprocina. The provisions also fully disclose the limitations on rocina's services offered.
	Lepizzera & Lap	rocina does not accept any upfront fees or payments from Seller.
-	been fully read a	read and fully understood each provision, Seller must initial each provision to verify that said provision has nd understood. If the Seller does not fully understand the terms of the Disclosure, Seller shall consult usel in Seller's applicable jurisdiction.
	Lepizzera & Lap	rocina looks forward to working with you to assist in the successful sale of your Property.
	The Seller(s) und	derstand 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.



Short Sale Disclosure Continued

5.		rt sale of Seller's home, including	the subject Property will be received by Seller. g any refunded insurance premiums, shall be	
6.	a lien release while preserving result of the mortgage and/or Laprocina does not warrant at forgiven, waived and/or cance governed by an anti-deficience judgment against Seller. The settlements in the event the madeficiency balance that may seek the advice of legal couns	g its right to pursue a judgment ag lien holder(s) agreement to accept and cannot guarantee that a deficie celled by the mortgage and/or lien by statute that prohibits mortgage scope of Lepizzera & Laprocinal cortgage and/or lien holder(s) seel exist after closing. Seller further seel in Seller's jurisdiction to deter the recourse rights of mortgage	ay accept Seller's proposed short sale and issugainst Seller for any deficiencies owed as a ot less than a full payoff. Lepizzera & ency resulting from the short sale will be holder(s). Various jurisdictions may be and/or lien holder(s) from seeking a deficiency's service does not include negotiating to recover monies from Seller stemming from acknowledges that Seller has been advised to rmine whether an anti-deficiency statute or and/or lien holder(s) which may affect the	y m
7.	be reported to the credit burea	aus, which may negatively impact y to obtain future credit. Lepizzer	to Seller's mortgage and/or lien holder(s) may t Seller's credit rating and serve as an ra & Laprocina does not negotiate with any	
8.	income to Seller. Seller shoul		of Seller's debt, which may be considered ed professional regarding any questions or	
9.	er acknowledges that Seller un gage and/or lien holder(s) from mand, charge, collect or recei attempted to perform each and Compensation is approved by proceeds that the mortgage an	inderstands that Lepizzera & Lapi in the proceeds of the short sale. It we any compensation until after It index the mortgage and/or lien holder and/or lien holder(s) have agreed to izzera & Laprocina to be approve	the for the negotiation of Seller's payoff(s). Selfocina will seek compensation from the mort-Lepizzera & Laprocina will not claim, de-Lepizzera & Laprocina has fully performed or ectuate the short sale of the Property. (s). Compensation is deducted from the net of accept by approving the short sale. The fee of by the mortgage and/or lien holder(s) is	1-
10.			as made no promises, guarantees, or sures and information contained herein.	
	read, understand and acknowledg ntained herein.	ge the foregoing Short Sale Disclo	osure and fully agree with the terms and	
Name	date	witness		
Name	date	witness		



PAWTUCKET CREDIT UNION REAL ESTATE LOAN SHORT SALE REQUEST CHECKLIST

Borrower Name	e:	
Co-Borrower N	ame:	
Street Address:	_	
City, State, Zip:	<u> </u>	
Loan Number:	_	
Type of Loan:		
Before submitti	ng your appli	cation, please ensure that all information is complete.
(Initial Bo	elow)	
Borrower	CoBorrow	er
		Hardship Affidavit is enclosed. It is signed and notarized.
		Financial Analysis Form is enclosed. All sections are complete.
		Proof of Homeowners Insurance.
		Last two pay stubs for ALL borrowers are enclosed.
		Unemployment Benefit Rate Decision is attached.
		I am self employed. Attached is the most recent Annual Profit & Loss Statement.
		I receive rental income. I have enclosed copies of proof of rental income including copies of any leases as well as a the most recent Annual Profit & Loss Statement.
		W2s for the most recent tax year and Tax Returns for the Last Two Years. I have signed the tax return in the appropriate block
		I am not currently escrowed. I have enclosed a copy of the most recent property tax bill.
		PCU has a second mortgage on my property. I have enclosed my proof of homeowners insurance, most recent tax bill, most recent first mortgage statement, and a copy of the modification decision of the first mortgage.
		By initialing here and signing at the bottom of this document, I am acknowledging that I have retained my original documents and have made copies for the use of PCU. I acknowledge that PCU will not be returning my documents to me.



	My property is presently under agreement to be sold. I have enclosed a copy of the Purchase & Sales Agreement.
	My property is presently under agreement to be sold. I have enclosed a copy of the preliminary HUD-1 Settlement Statement.
	Other (Please Describe)
Borrower	Date
Co-Borrower	 Date



PAWTUCKET CREDIT UNION HARDSHIP AFFIDAVIT

Borrower Name:
Co-Borrower Name:
Street Address:
City, State, Zip:
Loan Number:
Type of Loan:
Please answer the following questions completely. Use additional sheets if necessary.
1. Describe the events that have occurred, financially or otherwise, that have caused you to request a short-sale:
2. Describe the lifestyle adjustments that you made in an effort to avoid the short-sale that you are now requesting:



If yes, to whom o	sell this property to a relative? Yes No lo you intend to sell this property? tionship?
Indicate with checkn	narks the events that directly relate to your request for a short-sale:
Borrower Co-Borrow	er
	My income has been reduced or lost. For example: unemployment, underemployment, reduced job hours, reduced pay, or a decline in self-employed business earnings. Provide details on Page 5 in the "Explanation" Section.
	My household financial circumstances have changed. For example: death in family, serious or chronic illness, permanent or short-term disability, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members). Provide details on Page 5 in the "Explanation" Section.
	My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical and health-care costs, uninsured losses (such as those due to fires or natural disasters), unexpectedly high utility bills, increased real property taxes. I Provide details on Page 5 in the "Explanation" Section.
	My cash reserves are insufficient to maintain the payment on my mortgage loan and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments). Provide details on Page 5 in the "Explanation" Section.
	My monthly debt payments are excessive, and I am overextended with my creditors. I may have used credit cards, home equity loans or other credit to make my monthly mortgage payments. Provide details on Page 5 in the "Explanation" Section.
	There are other reasons I/we cannot make our mortgage payments. Provide details on Page 5 in the "Explanation" Section.



Borrower/Co-Borrower Acknowledgement

Under penalty of perjury, I/we certify that all of the information in this affidavit is truthful and the event(s) identified above has/have contributed to our need to request a short-sale.

I/we understand and acknowledge the Credit Union may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that knowingly submitting false information may violate Federal law.

I/we understand the Credit Union will pull a current credit report on all borrowers obligated on the Note.

I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with the Hardship Agreement, or if I/we do not provide all of the required documentation, the Credit Union may cancel the Agreement and may pursue any remedies allowed by the loan documents, state and federal laws.

I/we certify that my/our property is owner-occupied and I/we have not received a condemnation notice.

I/we certify that I/we am/are willing to provide all requested documents and to respond to all Credit Union communication in a timely manner. I/we understand that time is of the essence.

I/we understand that the Credit Union will use this information to evaluate my/our eligibility for a short-sale, but the Credit Union is not obligated to approve my request based solely on the representations in this affidavit.

Email Address:		Email Address:	
Cell Phone #:		Cell Phone #:	
Home Phone #:		Home Phone #:	
Work Phone #:		Work Phone #:	
Social Security #:		Social Security #:	
Borrower Signature	Date	Co-Borrower Signature	Date
Subscribed and sworn to before me this	day of		
Notary Public			



Explanation:	



Financial Analysis Form Mortgage/Loan Acct #: Today's Date: GENERAL INFORMATION Borrower Name: Co-Borrower Name: Daytime Phone: Daytime Phone: Best time to reach you?: Best time to reach you? Alternate Phone: Alternate Phone: Best time to reach you?: Best time to reach you?: May we contact you via email? Yes If yes, please provide email address: Have you filed for bankruptcy? Total # of individuals in your household: PROPERTY INFORMATION Do you want to retain the property? Is the property listed for sale? >>> If yes, what is the sales price? Real Estate Agent's name? >>> Real Estate Agent's phone #? Is the property occupied? If yes, owner or tenant occupied? >>> Is there a 2nd mortgage on the property? >>> If yes, 2nd mortgage contact info: EMPLOYMENT INFORMATION Borrower Currently employed? Yes If yes, how long? No Present employer? >>> If self-employed, company name: >>> Co-Borrower Currently employed? Yes If yes, how long? >>> No Present employer? >>> >>> If self-employed, company name: INCOME INFORMATION Co-Borrower Total Borrower Gross Salary/Wages: Unemployment Income: Child Support/Alimony: Disability Income: \$ Rental Income: \$ Other Income:

	ASSET/LIAB	ILITY INFORMATION	
	Estimated Value	Amount Owed	Net ∨alue
Primary Residence	\$	\$	\$
Rental Property	\$	\$	\$
IRAV 401(k) / Keogh Accts	\$	\$	\$
Stocks / Bonds / CDs	\$	\$	\$
Checking Accts	\$	\$	\$
Savings Accts	\$	\$	\$
Life Insurance Cash Value	\$	\$	\$
Personal Property	\$	\$	\$
Other	\$	\$	\$
Totals	\$	\$	\$

	EXPE	NSE INFORMATION	
	Balance	Monthly Payment	Delinquent?
First Mortgage	\$	\$	Yes No
Other Mortgages/Liens	\$	\$	☐Yes ☐ No
Property Taxes	\$	\$	□Yes □ No
(if not already escrowed) Hazard Ins.	\$	\$	
(if not already escrowed)	⊅	⊅	☐Yes ☐ No
Homeowner's Assoc. Dues	\$	\$	☐Yes ☐ No
Auto Loan	\$	\$	☐Yes ☐ No
Auto Loan	\$	\$	□Yes □ No
Auto Expenses:	\$	\$	□Yes □ No
Gasoline	\$	\$	☐Yes ☐ No
Insurance	\$	\$	☐Yes ☐ No
Personal Loan	\$	\$	☐Yes ☐ No
Personal Loan	\$	\$	☐Yes ☐ No
Student Loan	\$	\$	□Yes □ No
Student Loan	\$	\$	☐Yes ☐ No
Credit Card	\$	\$	☐Yes ☐ No
Credit Card	\$	\$	☐Yes ☐ No
Credit Card	\$	\$	☐Yes ☐ No
Credit Card	\$	\$	□Yes □ No
Credit Card	\$	\$	☐Yes ☐ No
Credit Card	\$	\$	Yes No
Health Insurance	\$	\$	☐Yes ☐ No
Medical Expenses	\$	\$	☐Yes ☐ No
Alimony / Child Support	\$	\$	☐Yes ☐ No
Child Care	\$	\$	☐Yes ☐ No
Utilities:	\$	\$	Yes No
Water	\$	\$	☐Yes ☐ No
Sewer	\$	\$	☐Yes ☐ No
Electric	\$	\$	☐Yes ☐ No
Gas	\$	\$	☐Yes ☐ No
Phone	\$	\$	☐Yes ☐ No
Cable	\$	\$	☐Yes ☐ No
Household Supplies	\$	\$	☐Yes ☐ No
Groceries	\$	\$	☐Yes ☐ No



ADDITIONAL INFORMATION						
Should it be necessary to expand on information that you have fumished in any of the sections outlined in this Financial Analysis Form, or should you wish to provide additional information and/or comments that might be helpful to this process, please feel free to do so in the space provided below:						





HELP FOR AMERICA'S HOMEOWNERS.



Servicer:	Borrower:
Address of Servicer:	Co-Borrower:
	Address of Borrower:
Loan #:	
Servicer FAX:	Borrower Phone:
Servicer Email:	Borrower Email:
Date:/	
Request for Approval of Short Sale Pursuant to A	agreement Dated (Date of SSA:/)
	Pursuant to Agreement Dated [Date of SSA] between the above er and co-borrower ("Borrower" or "you"). Under penalty of
 the sale of the property is an "arm's length" by family, marriage, or commercial enterpri 	" transaction, between parties who are unrelated and unaffiliated ise;
	between you and the Buyer that you will remain in the property
3) neither you nor the Buyer will receive any fo	unds or commissions from the sale of the property; and
4) there are no agreements or offers relating t	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.	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.	Earn	est Money Deposit	\$	10.	Settlement Agent's Office Phone:				
5.	Dow	n Payment	\$	11.	11. Settlement Agent's Office Fax:				
	Sales	red by the Short Sale Agreement, copie contract and all addenda 's documentation of funds or Buyer's p							
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.									
В	orrov	ver Signature	Date	Co- Bo	orrower Signature	Date			
P	rinte	d Name		Printe	d 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.sigtarp.gov. Mail can be sent Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.