IndyMac Mortgage Services

A Division of OneWest Bank®

Short Sale or Pre-Foreclosure Sale Application

Submit your completed request for assistance today.

For Borrowers

Is a Short Sale right for you? Check to see if all three of the following scenarios apply to you:

- You are no longer able to make mortgage payments or have already missed a payment due to financial hardship.
- You want to sell your home to avoid foreclosure.
- The value of your home is less than what you owe on your mortgage.

If you have questions about how a Short Sale or Pre-Foreclosure Sale will affect your credit score, tax situation or other legal situation, please consult a tax professional or attorney.

For Brokers

If your customer(s) is/are no longer able to make mortgage payments and the property's market value is lower than the amount owed on the loan, you may consider helping them apply for a Short Sale or Pre-Foreclosure Sale with this application.

To apply on behalf of your client, make sure to complete the Third Party Authorization form included in this packet for yourself and any other third party who will act on behalf of your client. (Third parties may include brokers, realtors, attorneys, etc.)

For information about tax or legal implications for your customer if they pursue a Short Sale or Pre-Foreclosure Sale, please consult with an attorney or other qualified advisor.

Questions? Loss Mitigation Department 1.877.736.5556

Submitting your request for a Short Sale or other workout review does not stop the foreclosure process. All normal servicing including collections and/or foreclosure (if applicable) will continue unless you are otherwise notified in writing by IndyMac Mortgage Services.

Upon receipt of this completed application and an executed purchase contract, a Workout Negotiator will be assigned to review the loan. IndyMac Mortgage Services will need to determine the fair market value of the property by arranging for an interior BPO (broker price opinion), and the borrower(s) or authorized third parties will be contacted to schedule the property inspection within 10 days.



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Items Required for Review

Use this chart to help you keep track of your request.

For IndyMac Mortgage Services to consider a request for a Short Sale or Pre-Foreclosure Sale, ALL of the following items are required for review:

Page 4	Third Party Authorization form (one per third party representing
	the borrower).
Pages 5-6	• Personal Information (and page 6 if co-borrower is on the loan).
Pages 7-10	Financial and Property Information.
	 Proof of all sources of monthly household income, such as paystubs for the past
	60 days (if a salaried or hourly wage earner) or profit and loss statements for the
	last two quarters along with the most recent signed federal tax return. Leases,
	social security, pension, disability and bank statements are required, if applicable.
Pages 11-13	Hardship Affidavit (signed and completed within 90 days).
Pages 14-15	Purchaser Eligibility Certification (completed by all buyers and sellers
	and notarized).
Page 16	Prospective Purchaser Information.
	• Documentation showing the complete listing history for the property (including a
	current listing agreement).

- A purchase and sale agreement that is subject to IndyMac/lender approval. Documents must be dated within the last 90 days and signed by both buyer and seller, with all addenda and disclosures included. Contract must be easy to read and clearly show the property address. Any material changes should be initialed by both buyer and seller. "Option" contracts are not acceptable.
- · An estimated settlement statement clearly listing the property address and showing all proposed seller-paid closing costs.
- Proof of buyer's financing (e.g. pre-qualification letter) or proof of funds.
- Any other documentation or information you feel may be relevant to the situation.

Please note: The Short Sale package, including an Executed Purchase Contract, must be submitted at least 15 days prior to the scheduled foreclosure sale date. The Short Sale decision process generally takes 30 days or less from the time we receive the complete Short Sale package assuming there are no delays in gaining approvals from the Investor, Mortgage Insurance Company, Jr. Lien holder, etc.

Once ALL of the required items are complete, please write the borrower's (and co-borrower's, if applicable) name and loan number on every document, and submit this entire application as soon as possible with all required documents via fax to: 1-818-239-3501 ATTN: IndyMac Short Sale Specialists John Scillitani or Mike Villella or via PDF Attachment to Info@JohnSandMikeV.com.

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Important Notice Regarding Short Sale

Not all homeowners qualify for a Short Sale.

We have not yet determined if you are eligible for a Short Sale. Your completed application including all applicable documentation will be used to evaluate whether you are eligible for a Short Sale; however; IndyMac Mortgage Services is not obligated to offer you a Short Sale or any other foreclosure alternative assistance based solely on the representations and information included in your application. We reserve the right to verify the information you submit and request other information and/or documentation to fully evaluate your eligibility. IndyMac Mortgage Services follows the Short Sale and foreclosure alternative guidelines of investors and or insurers and applicable law to determine eligibility for a Short Sale or foreclosure alternative to the extent permitted under our contractual agreements with the investors who own the loans we service. Not all borrowers who submit an application will qualify for a Short Sale or foreclosure alternative.

If you participate in a Short Sale program, and if your Short Sale is approved and finalized, then IndyMac Mortgage Services will follow standard industry practice and report to the major and independent credit reporting agencies that your mortgage was settled for less than the full balance owed. We have no control over the impact of this report on your credit score and are not responsible for any negative consequences as a result of such reporting. To learn more about the potential impact of a Short Sale on your credit, you may want to go to http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm.

A short payoff of your mortgage may have tax consequences. You are advised to contact a tax professional to determine the extent of your tax liability, if any.

Beware of Foreclosure Rescue Scams. Help is free!

- There is never a fee to get assistance or information about the Making Home Affordable program from your lender or a HUD-approved housing counselor.
- For a HUD-approved counselor, visit: http://www.hud.gov/offices/hsg/sfh/hcc/fc/, or call 1.800.569.4287.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house.
 Do not sign over the deed to your property to any organization or individual unless your mortgage company approves of such action.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.

Short Sale Real Estate Transactions

IndyMac Mortgage Services is not a party to any listing, purchase, or sale agreement associated with a Short Sale transaction.

During the Short Sale process, the seller may cancel the listing agreement prior to the ending date of the listing period without any advance notice to the broker, and without the payment of any commission or any other consideration, if the property is conveyed to the mortgage insurer or the mortgage holder.

Under the terms of a Short Sale purchase contract, the seller's obligation to perform is subject and subordinate to the rights of the mortgage insurer (if any) and the holder of the mortgage.

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, then this communication is intended solely for informational purposes.

Third Party Authorization

Please provide all information.

NOTE: If you would like IndyMac Mortgage Services to discuss your loan with a third party such as a spouse, relative, friend, realtor, attorney, lender, etc. you MUST complete and return this form to us first. Please fill out one form for each third party.

I hereby authorize IndyMac Mortgage Services to discuss my request for payment assistance with the individual that I have identified below as my designated agent (hereinafter the "Designated Agent"). Further, IndyMac Mortgage Services is hereby authorized to negotiate the terms of a workout agreement with my Designated Agent and to deliver documents to my Designated Agent which concerns my request for payment assistance. I understand that I will be fully responsible for reviewing any information that is sent by IndyMac Mortgage Services to my Designated Agent. This Authorization will remain effective until I specifically notify IndyMac Mortgage Services' Workout Department in writing that this Authorization is of no further force and effect.

My Designated Agent	is:			
First Name				
Last Name				
Address				
City, State, ZIP	-			
E-mail Address				
Phone Number				
IndyMac Mortgage Serv Relationship	Realtor Spouse	Loss Mitigation Con	npany Other	
Borrower		Co-Borrower		
Signature		Signature		
Date		Date		

Personal Information

Personal Information	: Borrower	
First Name		
Last Name		
Social Security Number	- <u> </u>	
Date of Birth (mm/dd/yyyy	,	
Daytime Phone Numbe	r	
Evening Phone Number	r	
Cell Phone Number		
E-mail Address		
Address (where you live	e)	
City, State, ZIP		
Employer		
Position		
Employment Dates		
Annual Salary	\$	

Personal Information (continued)

Personal Information	: Co-Borrower	
First Name		
Last Name		
Social Security Number		
Date of Birth (mm/dd/yyyy		
Daytime Phone Number	r	
Evening Phone Number		
Cell Phone Number		
E-mail Address		
Address		
(if different than borrow	ver)	
City, State, ZIP		
Employer		
Position		
Employment Dates		
Annual Salary	\$	

Assets and Liabilities

Description	Estimated Value (A)	Amount Owed (B)	Net Value (A - B)						
1. Cash	\$	\$	\$						
2. All Checking & Savings Accounts	\$	\$	\$						
3. Certificates of Deposits (CDs)	\$	\$	\$						
4. Stocks/Bonds/Mutual Funds	\$	\$	\$						
5. All Retirement Assets (401(k)s, IRAs, etc.)	\$	\$	\$						
6. Total Liquid Assets (add lines 1-6)	\$	\$	\$						
7. Primary Home	\$	\$	\$						
8. Other Real Estate	\$	\$	\$						
9. Automobile(s)	\$	\$	\$						
MakeModelYear	\$	\$	\$						
MakeModelYear	\$	\$	\$						
10. Cash Value of Life Insurance	\$	\$	\$						
11. Personal Property (computers/furniture, etc.)	\$	\$	\$						
12. Other Assets (limited partnerships, etc.)	\$	\$	\$						
13. Total Non-Liquid Assets (add lines 7-12)	\$	\$	\$						
14. Total Net Value (add lines 6 & 13)	\$	\$	\$						
15. Other Debt Balances	\$	\$	\$						
(credit cards, notes due, lines of credit)*									
*Explain in Detail:									
Have you ever filed for bankruptcy? No Yes Type of Bankruptcy (select type) Chapter 7 Chapter 13									
Filing Date (mm/dd/yyyy) Has your bankruptcy been discharged? No	Yes If ves	please provide a copy of	the discharge paper.						
The year bunkrupes been discharged.									

Property Description & Dependents

Property Description (If subject prop	erty is rented.)			
Address (of property involved in workout)				
City, State, ZIP				
Is the property owner occupied? Is the property a second home? Is the property non owner occupied or an Is the property vacant? No Are their any additional liens/mortgages	Yes If yes, how	v long? Years	Yes Mc	onths
Tenant Name	Monthly Rent	Monthly Last Paid	Date Lease	Expires
	\$	\$		
	\$	\$		
	\$	\$		
	\$	\$		
Dependents Name Relations	ship	Date of Birth		In Day Care No Yes No Yes
				No Yes
				No Yes

Monthly Income

Description	
1. Gross Salary Wages	
2. Overtime Wages	
3. Commissions (how often paid)	
4. Bonuses (when paid)	
5. Social Security	
6. Disability (short term or long term)	
7. Other Income (interest, rental, etc.)	
8. Alimony*	
9. Child Support*	
10. Total Monthly Income (add lines 1-9)	
11. Less: Federal, FICA, and State Income Tax	
12. Other Deductions (401(k), etc.)	
13. Total Deductions (add lines 11 & 12)	
14. Net Personal Income (line 10 minus line 13)	

Borrower	Co-Borrower	Total
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$

^{*} Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower or Co-Borrower does not choose to have it considered for repaying the mortgage.

Monthly Expenses

Description	Monthly Payment	Balance Due	# of Mos. Delinquent
1. Primary Home Mortgage (including taxes & insurance)	\$	\$	
2. Taxes on Primary Home (if not included in #1)	\$	\$	
3. Insurance on Primary Home (if not included in #1)	\$	\$	
4. Rent Payment (if owner does not occupy subject property)	\$	\$	
5. Maintenance on Primary Home	\$	\$	
6. Other Mortgages	\$	\$	
7. Automobile Loan(s)	\$	\$	
8. Other Loans	\$	\$	
9. Credit Cards (minimum payment)	\$	\$	
10. Alimony	\$	\$	
11. Child Support	\$	\$	
12. Child Care	\$	\$	
13. Utilities (water, electricity, gas, etc.)	\$	\$	
14. Telephone	\$	\$	
15. Insurance (automobile, health, life, etc.)	\$	\$	
16. Medical Expenses (uninsured)	\$	\$	
17. Car Expenses (gas, maintenance, parking, etc.)	\$	\$	
18. Groceries and Toiletries	\$	\$	
19. Dry Cleaning and Clothing	\$	\$	
20. Spending Money	\$	\$	
21. Cable TV	\$	\$	
22. Entertainment (hobbies, dinner, movies, etc.)	\$	\$	
23. Vacations	\$	\$	
24. School Tuition	\$	\$	
25. HOA Fees	\$	\$	
26. Dependent Care	\$	\$	
27. Other Monthly Expenses*	\$	\$	
*Explain:	\$	\$	
28. Total Personal Expenses (add lines 1-27)	\$	\$	

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Hardship Affidavit

Please provide a detailed explanation of your hardship.

I (We) am/are requesting IndyMac Mortgage Services to review my/our eligibility for a Short Sale to help prevent foreclosure. I (We) am/are having difficulty making my/our monthly payment because of financial difficulties created by (check all that apply):
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.)
My monthly debt payments are excessive, and I am overextended with my creditors. Debt includes credit cards, home equity, or other debt.
My expenses have increased. (For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities, or property taxes.)
My cash reserves, including all liquid assets, are insufficient to maintain the payment on my mortgage loan and cover basic living expenses at the same time.
Other (please specify):
Required Explanation For any applicable items above, please provide a detailed explanation of the hardship (attach another page if necessary):

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Hardship Affidavit (continued)

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 I do not wish to furnish this Ethnicity Hispanic or Latino Not Hispanic or Latino Race American Indian or Alaskan I Asian Black or African American Native Hawaiian or other Pac White Sex Female Male To be completed by interviewer. Interviewer's Name	Native ific Islander	Co-Borrower I do not wish to fur Ethnicity Hispanic or Latino Not Hispanic or Lat Race American Indian or Asian Black or African An Native Hawaiian or White Sex Female Male	ino Alaskan Native nerican	,
This application was taken by	Face-to-face interview Mail	☐ Telephone ☐ Internet		
Interviewer's Signature Date Interviewer's Phone Number Name Address City, State, ZIP	of of	Interviewer's Interviewer's		Employer Employer

IndyMac Mortgage Services Loan Number

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Hardship Affidavit (continued)

Acknowledgement and Agreement

In making this request for consideration for a loan modification or any other foreclosure prevention program, I certify under penalty of perjury:

- 1. All of the information in this document is truthful and the event(s) identified on page 11 is/are the reason(s) 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 IndyMac Mortgage Services, the U.S. Department of the Treasury or its agents may investigate the accuracy of my statements, may require me to provide supporting documentation, and that knowingly submitting false information may violate federal law and may result in foreclosure.
- 3. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this document, that IndyMac Mortgage Services may cancel any modification of foreclosure prevention agreement and may pursue foreclosure on my home.
- 4. I am willing to provide all requested documents and to respond to all questions in a timely manner.
- 5. I understand that IndyMac Mortgage Services will use the information in this document to evaluate my eligibility for a loan modification, Short Sale or deed-in-lieu of foreclosure, but that IndyMac Mortgage Services is not obligated to offer me assistance based solely on the statements in this document.
- 6. I agree that the financial information provided is an accurate statement of my financial status. I understand and acknowledge that any action taken by the lender of my mortgage loan on my behalf will be made in strict reliance on the financial information provided. I authorize verification or re-verification of any information contained in this financial packet at any time by the lender, its agents, successors and assigns, either directly or through a third party, including but not limited to a credit reporting agency, from any source named in this financial packet or otherwise submitted in connection therewith. My signature below grants the lender the authority to contact my realtor, credit counseling service representative (if applicable), or any third party with respect to matters represented in this financial statement.

Borrower	Co-Borrower
Signature	Signature
Date	Date

Ind	y	Ma	C	Mc)]	rtga	9	e S	ϵ	ervi	2	es I	١	oan	J	Nun	1	be
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Purchaser Eligibility Certification

Please read, provide all information, and sign.

	arsuant to a residential purchase agreement ("Agreement"), the parties identified below as "Seller(s)" and "Buyer(s)," spectively, are involved in a real estate transaction whereby the real property commonly known as
_	("Property") will be sold by Seller(s) to Buyer(s).
di ar (i	("Lender") holds a note secured by a deed of trust or ortgage against the Property. In order to complete the sale of the Property, Seller(s) and Buyer(s) have jointly asked Lender to scount the total amount owed on the loan. Lender, in consideration of the representations made below by Seller(s), Buyer(s), and their respective agents, agrees to a Short Sale on the express condition that Seller(s), Buyers, and their respective agents accluding, without limitation: real estate agents, escrow agents, and title agents) each truthfully represents, affirms, and states a follows:
1.	The purchase and sale transaction reflected in the Agreement is an "Arm's Length Transaction," meaning that the transaction has been negotiated by unrelated parties, each of whom is acting in his or her own self-interest, and that the sale price is based on fair market value of the Property. With respect to those persons signing this Affidavit as an agent for either Seller(s), Buyer(s), or both, those agents are acting in the best interests of their respective principal(s).
2.	No Buyer or agent of Buyer(s) is a family member or shares a business interest with the Seller(s) or the borrower(s) or the mortgagee(s).
3.	There are no hidden terms or hidden agreements or special understandings between the Seller(s) and the Buyer(s) or among their respective agents which are not reflected in the Agreement or the escrow instructions associated with this transaction.
4.	There is no agreement, whether oral, written, or implied, between the Seller(s) and the Buyers and/or their respective agents which allows the Seller(s) to remain in the property as tenants or to regain ownership of the Property at any time after the consummation of this sale transaction.
5.	The Seller(s) shall not receive any proceeds from the sale of the Property.
6.	No agent of either the Seller(s) or the Buyer(s) shall receive any proceeds from this transaction except as is reflected in the final estimated closing statement which shall be provided to Lender for approval prior to the close of escrow.
7.	Each signatory to this Affidavit expressly acknowledges that Lender is relying upon the representations made herein as consideration for discounting the payoff on the loan(s) which is/are secured by a deed of trust or mortgage encumbering the Property.
8.	Each signatory to this Affidavit expressly acknowledges that any misrepresentation made by him or her may subject him or her to civil liability and declares under penalty of perjury under the laws of the state of that all statements made in this Affidavit are true and correct.
9.	Seller may not list the property with or sell it to anyone that seller is related to or has a close personal or business relationship with. In legal language, it must be an "arm's length transaction." If seller has a real estate license, seller may not earn a commission by listing the property. Seller and buyer may not have any agreement to receive a portion of the commission or the sales price after closing. Buyer agrees to not sell the home within 90 calendar days of the date it is sold. Seller may not buy or rent the house back after the closing. Any knowing violation of the arm's length transaction prohibition may be a violation of federal law.

IndyMac Mortgage Services Loan Number

Purchaser Eligibility Certification (continued)

Please read, provide all information, and sign.

Additionally, I/We fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly and willfully make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

	Date Print Name Buyer 2
Print Name H	
	Buyer 2
Seller 2	
Date I	Date
Print Name H	Print Name
Seller's Agent E	Buyer's Agent
Date I	Date
Print Name & Company I	Print Name & Company
State of S	State of
County of	County of
On 0	On
Before me, (insert name and title of the officer)	Before me, (insert name and title of the officer)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.	personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
Signature (Seal)	Signature(Seal)

Prospective Purchaser Information

Seller/Borrower Name							
IndyMac Mortgage Services Loan Number(s)							
Prospective Purchaser	Information						
First Name							
Last Name							
Social Security Number	or Tax ID						
Purchaser Type	Individual Partnership Corporation Trust Other						
Address (for overnight de	elivery)						
City, State, ZIP							
Country							
Contact Person Inform	nation						
First Name							
Last Name							
Title							
Phone Number							
Fax Number							
E-mail Address							
IN WITNESS WHEREOF	the undersigned has executed this Certification as of this day:						
Name of Prospective Pur	chaser						
Signature							
Name of Authorized Sign	natory*						
Title of Authorized Signat	tory*						

^{*} Authorized Signatory is only required when the prospective purchaser is a business or non individual entity.

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Fax/PDF Cover Sheet

Fax this completed financial packet to IndyMac Mortgage Services.

To	IndyMac Mortgage Short Sale Specialists John Scillitani	<u>or Mike Villell</u>	a						
Fax Number	1.818.239.3501								
Our E-Mail Address	Info@JohnSandMikeV.com via PDF								
First Name									
Last Name IndyMac Mortgage Servio	pes Loan Number								
E-mail Address (required)									
Phone Number									
Mailing Address									
City, State, ZIP									