

## **Law Office of Donald Neidhardt**

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Seaford, New York 11783\*  
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Lanoka Harbor, N.J.

Thank you for contacting the Law Office of Donald Neidhardt. During these difficult economic times you need a law firm that has the experience and expertise to successfully negotiate with your lender. We are consumer and homeowner advocates that will protect you and your home.

We will take the appropriate steps with your lender to restructure your current loan by providing you with a unique, professional plan that you and your lender can accept. This will likely allow you to have a fixed interest rate and a lower monthly payment ensuring you can afford your monthly payment.

Our specialists at the firm fully understand the serious nature of your financial difficulties and are aware that you may only have a short time to overcome the real possibility of a potential foreclosure. The key to our high rate of success is constructing a financial plan that you and your lender can approve and, most importantly, that you are able to perform. Unfortunately, when individuals try to work directly with lenders there is a high failure rate and even if some modification is achieved it may not be the best possible case. We only accept cases where we believe we can be successful. We are experts in this area of the law and when you are represented by an attorney you have an important ally in your corner during this process. We take loan modification seriously and we will not tolerate any abuse of our clients by the banks.

The faster we start the modification process and the more time we have to work the greater the likelihood of optimal success. This modification will result in a permanent change in one or more terms of a mortgagor's loan, which allows the loan to be reinstated, and results in a payment the homeowner can afford. This type of loan restructuring is an important part of foreclosure defense process and is the best option for those who wish to keep their homes. Loan modifications typically involve a reduction in the interest rate or an extension in the term of the loan. A reduction in principal, while not as common, is also possible. In some cases a different type of loan or a combination of types of relief may be available.

A loan modification will change your existing mortgage loan and give you a fresh new start in managing your home. Your account will be immediately brought up to date and provide you with the peace of mind associated with an improved, manageable financial situation.

To get started simply sign and return the enclosed retainer agreement. We will contact you shortly for further documentation.

Respectfully Yours

Donald Neidhardt  
Attorney-at-Law

***Donald Neidhardt Esq.***

*3579 Bayview Street Seaford, NY 11783*

*Office: 800-399-9657 Fax: 1-866-694-8523*

*Email: [Info@NEIDHARDTLAW.COM](mailto:Info@NEIDHARDTLAW.COM) WEB: [WWW.NeidhardtLaw.com](http://WWW.NeidhardtLaw.com)*

**Mortgage Modification – Preliminary Checklist**

Please have all the following documents available when you meet with a representative.

- 1. TWO MOST RECENT PAY STUBS
- 2. TWO MOST RECENT BANK STATEMENTS
- 3. LAST TWO YEARS TAX RETURNS (INCLUDE COPIES OF THE 1040'S AND W-2'S)
- 4. MORTGAGE STATEMENTS FOR ALL LENDERS
- 5. CURRENT UTILITY BILL
- 6. SIGNED AND DATED HARDSHIP LETTER (Handwritten)
- 7. SIGNED AND DATED SUPPORT LETTER (from family member)
- 8. SIGNED AND DATED MONTHLY EXPENSE WORKSHEET
- 9. SIGNED AND DATED AUTHORIZATION AND RELEASE
- 10. SIGNED AND DATED DEMAND LETTER
- 11. SIGNED AND DATED BOTH 4506-T AND 4506T-EZ
- 12. COMPLETED 3 PAGE HAMP RMA FORM
- 13. DODD-FRANK CERTIFICATION
- 14. SIGNED AND DATED RETAINER AGREEMENT
- 15. RETAINER DEPOSIT CHECK MADE PAYABLE TO DONALD NEIDHARDT ESQ.
- 16. SIGNED AND DATED PRINCIPLE REDUCTION RIDER
- 17. ANY DOCUMENTS OR LETTERS YOU HAVE RECEIVED FROM YOUR LENDER IN THE PAST 4 MONTHS
- 18. Contact Information: Home #: \_\_\_\_\_  
Cell #: \_\_\_\_\_ Co Cell #: \_\_\_\_\_  
Work#: \_\_\_\_\_ Co Work #: \_\_\_\_\_  
Email: \_\_\_\_\_ Co Email: \_\_\_\_\_  
What is the best time to call? \_\_\_\_\_

# ***Donald Neidhardt Esq.***

*3579 Bayview Street Seaford, NY 11783*

*Office: 800-399-9657 Fax: 1-866-694-8523*

*Email: [Info@NEIDHARDTLAW.COM](mailto:Info@NEIDHARDTLAW.COM) WEB: [WWW.NeidhardtLaw.com](http://WWW.NeidhardtLaw.com)*

## **Mortgage Modification – Preliminary Checklist - CLIENT COPY**

- 1. TWO MOST RECENT PAY STUBS
  - 2. TWO MOST RECENT BANK STATEMENTS
  - 3. LAST TWO YEARS TAX RETURNS (INCLUDE COPIES OF THE 1040'S AND W-2'S)
  - 4. MORTGAGE STATEMENTS FOR ALL LENDERS
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  - 17. ANY DOCUMENTS OR LETTERS YOU HAVE RECEIVED FROM YOUR LENDER  
IN THE PAST 4 MONTHS
  - 18. NOTES ADDITIONAL DOCUMENTS TO GATHER
- 
- 
-

## Sample Hardship Letter

A hardship letter is something most mortgage companies will require to consider your case. This is your opportunity to appeal to them to give you a chance at getting a resolve. This letter should not be used to complain to what they have done or not done to make your situation worse. This letter must be honest and represent the facts clearly. You must also have a legitimate excuse for falling behind. Loss of a job, death in the family, rate adjusted or an illness would be acceptable reasons to fall behind on your mortgage temporarily. Here is one example of a letter that the Mortgage Company is looking for.

Name:(Your Name)

Address: (Your Address)

Loan#: (Your Loan Number)

I/We (Your Name), are requesting that you review my/our financial situation to see if I/We qualify for a short pay-off / modification (you will include the option that applies to your situation) of our loan.

I/We are having problems making my/our monthly payments because of financial difficulties created by (choose from the following options and describe the situation):

Unemployment

Reduced Income

Divorce

Separation

Medical Bills

Too Much Debt

Death of my Spouse

Death of a Family Member

Payment Increase

Business Failure

Job Relocation

Illness

Damage to Property

Military Service

Incarceration

Other (Please Specify)

**Please sign and date this letter!!!**

# Sample Financial Support Letter

Family Members Name  
Address  
Phone

To whom it may concern:

I (Family member name) as the (relationship, father, mother, brother, sister, cousin, ect) of (Borrowers name) agree to provide financial support to (Borrowers name) in the amount of (dollar amount) per month for as long as necessary.

**Signed and dated**

**OR**

Family Members Name  
Address  
Phone

To whom it may concern:

I (Family member name) as the (relationship, father, mother, brother, sister, cousin, ect) of (Borrowers name) certify that I am helping him financially to pay his bills with the amount of (dollar amount) per month due to an illness that he suffered back in January 2009. Any additional information please contact me at (phone). Thank you very much.

**Signed and dated**

# Monthly Financial Worksheet

<b>Income Homeowner 1</b>		<b>Income Homeowner 2</b>	
Net Income			
Overtime wages			
Commission bonuses			
Social security payments			
Disability (short term/long term)			
Unemployment			
Child Support/ Alimony			
Other Income (interest, rental, trust, ect)			
<b><u>Total Monthly Net Income</u></b>			
Current Employment Status (Circle One) Employed Unemployed Self Employed		Current Employment Status (Circle One) Employed Unemployed Self Employed	
<b><u>Assets</u></b>			
Cash		Retirement Account (401k,IRA, ect)	
Checking accounts		Investment accounts (stocks, bonds, ect)	
Savings accounts		Other	
<b><u>Expenses</u></b>			
Housing		Food	
Mortgage		Groceries/household supplies	
Second Mortgage		Dining out	
HOA			
Home repair		Loans	
Home maintenance		Personal	
Property taxes (If not in mortgage)		Student	
<b><u>Utilities</u></b>		Credit Card	
Phone		Credit Card	
Cell phones		Credit card	
Electricity		School tuition	
Gas/Oil		Legal	
Water and Sewer		Attorney	
Cable TV / Internet		Alimony	
<b><u>Transportation</u></b>		Payments on Lien(s) or Judgments(s)	
Number of Autos			
Vehicle One loan payment		Personal	
Vehicle Two loan payment		Entertainment	
Bus/Taxi fare		Travel	
Insurance		Medical	
Fuel		Dry cleaning	
Maintenance		clothing	
<b><u>Insurance</u></b>		Charity	
Homeowners (If not included in mortgage)		Children	
Health		Child care	
Life		Child support	
Hazard Insurance		Pet care	
		Miscellaneous	
		Club Union dues	

**Signature:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

# Monthly Financial Worksheet

<b>Income Homeowner 1</b>		<b>Income Homeowner 2</b>	
Net Income			
Overtime wages			
Commission bonuses			
Social security payments			
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Cell phones		Credit card	
Electricity		School tuition	
Gas/Oil		Legal	
Water and Sewer		Attorney	
Cable TV / Internet		Alimony	
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Vehicle One loan payment		Personal	
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Bus/Taxi fare		Travel	
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Maintenance		clothing	
<b><u>Insurance</u></b>		Charity	
Homeowners (If not included in mortgage)		Children	
Health		Child care	
Life		Child support	
Hazard Insurance		Pet care	
		Miscellaneous	
		Club Union dues	

**Signature:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **Authorization and Release**

Borrower: \_\_\_\_\_

Borrower Soc Sec. No: \_\_\_\_\_

Co Borrower: \_\_\_\_\_

Co Borrower Soc Sec. No: \_\_\_\_\_

Subject Property: \_\_\_\_\_

Lender: \_\_\_\_\_ Loan No: \_\_\_\_\_

Lender: \_\_\_\_\_ Loan No: \_\_\_\_\_

To Whom It May Concern:

This shall serve to authorize the Law Office of Donald Neidhardt, and its agents, employees and /or representatives to receive and discuss any and all documents, correspondence, information and matters relative to and in connection with the referenced matter, in addition, to any and all financial information, credit report, payment history and ability to meet lender or insurer Loss Mitigation requirements necessary to facilitate the loan modification.

Donald Neidhardt, Shawn Gilsean, Michael Zagarino, Georgene Zagarino or Migdalia Leahy

**THIS AUTHORIZATION SPECIFICALLY PERMITS THE LAW OFFICE AND ITS REPRESENTATIVES TO NEGOTIATE WITH THE LENDER ON BEHALF OF THE BORROWER(S).**

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co Borrower

\_\_\_\_\_  
Date



## Demand Notice

Lender \_\_\_\_\_

Loan # \_\_\_\_\_

Lender \_\_\_\_\_

Loan # \_\_\_\_\_

We have included in the document packet that we forwarded for your review a specific authorization to negotiate on behalf of our client \_\_\_\_\_. This document has the effect of a statutory power of attorney and may not be treated as a nullity by your company.

For your convenience, we will be happy to have our clients execute an additional authorization prepared by you and forwarded to us. However, this in no way diminishes the authority granted to us by the client and the negotiation/modification process cannot be held in abeyance pending execution of the bank's form. We will do this so as to expedite the overall process.

If you care to discuss this matter further, please contact the undersigned.

Thank you for your courtesy and cooperation in this matter

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower Signature

\_\_\_\_\_  
Date

# Request for Transcript of Tax Return

► Request may be rejected if the form is incomplete or illegible.

**Tip.** Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can also call 1-800-829-1040 to order a transcript. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

<b>1a</b> Name shown on tax return. If a joint return, enter the name shown first.	<b>1b</b> First social security number on tax return or employer identification number (see instructions)
<b>2a</b> If a joint return, enter spouse's name shown on tax return.	<b>2b</b> Second social security number if joint tax return

**3** Current name, address (including apt., room, or suite no.), city, state, and ZIP code

**4** Previous address shown on the last return filed if different from line 3

**5** If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

**Caution.** If the transcript is being mailed to a third party, ensure that you have filled in line 6 and line 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy.

**6** **Transcript requested.** Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ► \_\_\_\_\_

**a** **Return Transcript**, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days . . . . .

**b** **Account Transcript**, which 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. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days. . . . .

**c** **Record of Account**, which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days . . . . .

**7** **Verification of Nonfiling**, which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days . . . . .

**8** **Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.** The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2007, filed in 2008, will not be available from the IRS until 2009. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days . . . . .

**Caution.** If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

**9** **Year or period requested.** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

**Signature of taxpayer(s).** I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, **either** husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of signature date.

Telephone number of taxpayer on line 1a or 2a

<b>Sign Here</b>	Signature (see instructions)	Date	
	Title (if line 1a above is a corporation, partnership, estate, or trust)		
	Spouse's signature	Date	

## General Instructions

**Purpose of form.** Use Form 4506-T to request tax return information. You can also designate a third party to receive the information. See line 5.

**Tip.** Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

**Where to file.** Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

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

**Automated transcript request.** You can call 1-800-829-1040 to order a transcript through the automated self-help system. Follow prompts for "questions about your tax account" to order a tax return transcript.

### Chart for individual transcripts (Form 1040 series and Form W-2)

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

### Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409  801-620-6922
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250  859-669-3592

**Line 1b.** Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Line 6.** Enter only one tax form number per request.

**Signature and date.** Form 4506-T 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 4506-T within 120 days of the date signed by the taxpayer or it will be rejected.

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

**Corporations.** Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

**Partnerships.** Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

**All others.** See Internal Revenue Code section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

**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. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. 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 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form**, 10 min.; **Preparing the form**, 12 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 4506-T 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.

▶ **Request may not be processed if the form is incomplete or illegible.**

**Tip.** Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge.

<b>1a</b> Name shown on tax return. If a joint return, enter the name shown first.	<b>1b</b> First social security number on tax return
<b>2a</b> If a joint return, enter spouse's name shown on tax return.	<b>2b</b> Second social security number if joint tax return

**3** Current name, address (including apt., room, or suite no.), city, state, and ZIP code

**4** Previous address shown on the last return filed if different from line 3

**5** If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

Third party name	Telephone number
Address (including apt., room, or suite no.), city, state, and ZIP code	

**6** **Year(s) requested.** Enter the year(s) of the return transcript you are requesting (for example, "2008"). Most requests will be processed within 10 business days.

**Caution.** If the transcript is being mailed to a third party, ensure that you have filled in line 6 before signing. Sign and date the form once you have filled in line 6. Completing these steps helps to protect your privacy.

**Note.** If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.

**Signature of taxpayer(s).** I declare that I am the taxpayer whose name is shown on either line 1a or 2a. If the request applies to a joint return, **either** husband or wife must sign. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of signature date.

<b>Sign Here</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%; padding: 5px;">Signature (see instructions)</td> <td style="width:20%; padding: 5px;">Date</td> </tr> </table>	Signature (see instructions)	Date	Telephone number of taxpayer on line 1a or 2a
	Signature (see instructions)	Date		
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%; padding: 5px;">Spouse's signature</td> <td style="width:20%; padding: 5px;">Date</td> </tr> </table>	Spouse's signature	Date		
Spouse's signature	Date			

**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:**

Florida, Georgia, North Carolina, South Carolina

Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address

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

Arkansas, Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia

**Mail or fax to the "Internal Revenue Service" at:**

RAIVS Team  
P.O. Box 47-421  
Stop 91  
Doraville, GA 30362  
770-455-2335

RAIVS Team  
Stop 6716 AUSC  
Austin, TX 73301  
512-460-2272

RAIVS Team  
Stop 37106  
Fresno, CA 93888  
559-456-5876

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.

▶ 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

<b>I want to:</b>	<input type="checkbox"/> Keep the Property	<input type="checkbox"/> Sell the Property
<b>The property is my:</b>	<input type="checkbox"/> Primary Residence	<input type="checkbox"/> Second Home <input type="checkbox"/> Investment
<b>The property is:</b>	<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 \_\_\_\_\_

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

<p><b>Who pays the real estate tax bill on your property?</b></p> <p><input type="checkbox"/> I do <input type="checkbox"/> Lender does <input type="checkbox"/> Paid by condo or HOA</p> <p><b>Are the taxes current?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Condominium or HOA Fees</b> <input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____</p> <p><b>Paid to:</b> _____</p>	<p><b>Who pays the hazard insurance premium for your property?</b></p> <p><input type="checkbox"/> I do <input type="checkbox"/> Lender does <input type="checkbox"/> Paid by Condo or HOA</p> <p><b>Is the policy current?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Name of Insurance Co.:</b> _____</p> <p><b>Insurance Co. Tel #:</b> _____</p>
--	--

**Have you filed for bankruptcy?**  Yes  No If yes:  Chapter 7  Chapter 13 **Filing Date:** \_\_\_\_\_

**Has your bankruptcy been discharged?**  Yes  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): \_\_\_\_\_  
\_\_\_\_\_

**INCOME/EXPENSES FOR HOUSEHOLD<sup>1</sup>**

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 <sup>2</sup>	\$	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.)	
<b>Total (Gross Income)</b>	<b>\$</b>	<b>Total Debt/Expenses</b>	<b>\$</b>	<b>Total Assets</b>	<b>\$</b>

**INCOME MUST BE DOCUMENTED**

<sup>1</sup>Include 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.

<sup>2</sup>You 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.**

<b>BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information	<b>CO-BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information
<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
<b>Race:</b> <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	<b>Race:</b> <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
<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male	<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male

**To be completed by interviewer**

<b>This request was taken by:</b> <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet	<i>Interviewer's Name (print or type) &amp; ID Number</i>	<i>Name/Address of Interviewer's Employer</i>
	<i>Interviewer's Signature                      Date</i>	
	<i>Interviewer's Phone Number (include area code)</i>	

**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 the 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 fact(s) in connection with this document, the Servicer may cancel any Agreement under Making Home Affordable and may pursue foreclosure on my home.
5. That: my property is owner-occupied; I intend to reside in this property for the next twelve months; I have not received a condemnation notice; and there has been no change in the ownership of the Property since I signed the documents for the mortgage that I want to modify.
6. I am willing to provide all requested documents and to respond to all Servicer questions in a timely manner.
7. 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.
8. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
9. 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 any 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.

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower Signature

\_\_\_\_\_  
Date

**NOTICE TO BORROWERS**

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](http://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.





**INCOME/EXPENSES FOR HOUSEHOLD<sup>1</sup>**

Number of People in Household:

Monthly Household Income		Monthly Household Expenses/Debt		Household Assets	
Monthly Gross Wages	\$	First Mortgage Payment	\$	Checking Account(s)	\$
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Child Support / Alimony / Separation <sup>2</sup>	\$	Insurance	\$	Savings/ Money Market	\$
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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.)	
<b>Total (Gross Income)</b>	<b>\$</b>	<b>Total Debt/Expenses</b>	<b>\$</b>	<b>Total Assets</b>	<b>\$</b>

**INCOME MUST BE DOCUMENTED**

<sup>1</sup>Include 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.

<sup>2</sup>You 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.**

<b>BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information	<b>CO-BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information
<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
<b>Race:</b> <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	<b>Race:</b> <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
<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male	<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male

**To be completed by interviewer**

<b>This request was taken by:</b> <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet	<i>Interviewer's Name (print or type) &amp; ID Number</i>	<i>Name/Address of Interviewer's Employer</i>
	<i>Interviewer's Signature                      Date</i>	
	<i>Interviewer's Phone Number (include area code)</i>	



**Dodd-Frank Certification**

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub L. 111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to receive assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.) or any other mortgage assistance program authorized or funded by the Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud or forgery, (B) money laundering or (C) tax evasion.

**Borrower**

- ( ) I have not been convicted with the last 10 years of any one of the following in Connection with a mortgage or real estate transaction:
- (a) Felony larceny, theft, fraud or forgery,
  - (b) money laundering or
  - (c) tax evasion

**Co-Borrower**

- ( ) I have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:
- (a) Felony larceny, theft, fraud or forgery
  - (b) money laundering or
  - (c) tax evasion

In making this certification, I/we certify under penalty of perjury that all of the information in this document is truthful and that I/we understand that the Servicer, The U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower Signature

\_\_\_\_\_  
Date

**LOAN MODIFICATION RETAINER AGREEMENT**

I/We, \_\_\_\_\_ (CLIENT) hereby agree that we shall be receiving services from the Law Office of Donald Neidhardt (ATTORNEY), on the terms listed below.

**SCOPE OF SERVICES:**

By signing this document, the Client agrees to enter into this Loan Modification Retainer Agreement (AGREEMENT), for the purpose of trying to obtain a loan modification on the real property located at:

\_\_\_\_\_  
\_\_\_\_\_

Client understands that this Agreement does not cover any legal services beyond the scope listed above unless agreed upon separately in another agreement. Client understands that this Agreement does not cover Court appearances and is limited to research and negotiation regarding the above property. Client understands that he/she may retain this office or other legal representation if additional work becomes necessary. Client understands that attorney and his authorized representatives will do their due diligence to find solutions for Client to keep his/her property through a loan modification. Client understands these solutions may affect their mortgage principal and payment plans. Attorney and his authorized representative(s) will advise Client of his/her options, however, Client has the sole authority to make all final decisions.

Client understands that the loan modification may take some time. Client understands that the Attorney or his representative(s) will be in contact with Client as necessary regarding the application process. Client understands that late payments and delinquency in payments will adversely affect their credit score. Client understands that lenders may continue to call Client if Client is in default or delinquent.

**CLIENT'S DUTIES:**

Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of developments, to abide by this Agreement, to pay legal bills on time, and keep Attorney informed of Client's address, telephone number and whereabouts. Clients must immediately provide any documentation or correspondence received from the Lender to the Attorney. It is of paramount importance that the client provide all requested data and documents to the Attorney as soon as possible. Failure to provide these will result in a delay in processing the application or a denial of the application by the lender through no fault of the Law Office.

#### CONDITIONS/ RETAINER:

This Agreement will not become effective until Client has completed forms provided at the time of the execution of the Agreement; submitted all documents to the representative of the Attorney at the time of intake and paid an initial retainer payment or payment in full. We request that you make payment in full. Should you need to make payments please see payment schedule below.

#### FEES AND BILLING PRACTICES:

A total fee of \$\_\_\_\_\_, will be due for the completion of your loan modification.

This fee includes \$\_\_\_\_\_, for a first mortgage or Deed of Trust.

An additional fee of \$\_\_\_\_\_, will be applied to each additional mortgage or Deed of Trust.

The total fee will be split into payments as follows:

1. A minimum retainer deposit, of no less than \$\_\_\_\_\_ is due in order to have work started as indicated in the "Conditions/Retainer" paragraph above.
2. A second payment of \$\_\_\_\_\_ is due within thirty (30) days of the signing of this Agreement.
3. A third payment of \$\_\_\_\_\_ is due within sixty (60) days of the signing of this Agreement.
4. Final payment of \$\_\_\_\_\_ is due within ninety (90) days of the signing of this Agreement.
5. Failure to make the agreed upon payments may cause the Law Office of Donald Neidhardt to withdraw from further services while charging for services rendered to date.

The Law Office of Donald Neidhardt will make every effort to work with you regarding payment based upon your financial situation; however, the Office can not continue to work on a matter where scheduled payments have not been made. If a client does not abide by the agreed upon schedule of payments the Law Office of Donald Neidhardt reserves the right to terminate the attorney-client relationship. If such a termination is effectuated the Attorney will charge for services rendered to that time at a rate of three hundred dollars per hour plus any expenses incurred.

Please make all checks payable to Donald Neidhardt Esq.

## YOUR RETAINER FEES WILL COVER THE FOLLOWING SERVICES:

1. Negotiation with Lender's Loss Mitigation Department
2. Financial Information Research
3. Paperwork processing
4. Consultation with client.

Other fees may be based on the complexity of the Client's issue; however, Client shall be informed beforehand of the additional work Attorney recommends before the imposition of additional fees. Client understands specifically that the fees detailed in this Agreement are for compiling of any all lender required information, including but not limited to, Income and Expenses, Hardship Letter, Profit & Loss Statement, etc. The Client's information will be presented to the Lender for its review and possible modification of the current mortgage payment, interest rate and/or balance. All efforts will be made to achieve a modification or adjustment and the full balance of the fee is deemed earned upon the offer of any of the above types of relief.

## DISCLAIMER OF GUARANTEE OF SPECIFIC RESULTS:

Nothing in this Agreement and nothing in Attorney's or Attorney's representative's statements will be construed as a promise or guarantee about the outcome of the Client's matter. Attorney or his representatives make no such promise or guarantees. There can be no assurance that a modification of payment, interest rate or balance will be obtained for Client. Attorney and representatives' comments about the outcome of Client's matter are expressions of opinion only.

Our legal staff and modification specialists will carefully review and evaluate your individual economic circumstances prior to advising you if we believe we will be successful in obtaining a mortgage modification. We will also advise you if we do not believe we will be successful.

Once you retain the Office we offer a money back proviso. If we are unable to secure an offer of modification we will refund your money to you. This money back guarantee will not be triggered if the failure to obtain a modification is through the fault, willful or negligent, of the client. Such willful or negligent fault would include failure to provide requested documents or information in a timely manner. This money back guarantee will be triggered by the receipt of a fourth denial of modification from the lender.

There are other services listed below that we can consider to assist you. Any such services will be presented to Client to consider further and will require an additional Agreement to be entered into before Attorney will be bound to perform such services. It should also be noted that Donald Neidhardt Esq. is licensed to practice law in New York State. Should you require legal representation in another state you will have to retain counsel licensed in that state. We can assist you in retaining counsel or you may do so on your own.

These possibilities are as follows:

1. Bankruptcy
2. Forensic Investigation
3. Short Sale Negotiations
4. Foreclosure Forbearance
5. Appearing for Client in a Foreclosure Action

RETENTION OF FIRM RATHER THAN A PARTICULAR ATTORNEY:

Client understands that Client is retaining a law firm, not any particular attorney, and the services provided to Client will not necessarily be performed by any particular attorney. Moreover, paralegal or clerical staff members will perform many of the services to be performed.

ENTIRETY/ SEVERABILITY:

This Agreement is the entire agreement of the involved parties. This Agreement may not be amended unless in writing and signed by all parties. If any portion of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect. All issues and disputes that arise under this Agreement shall be governed by New York Law and will be limited to mediation.

ACKNOWLEDGMENT AND BINDING SIGNATURES:

I/We have read and understood the foregoing terms and agree to be bound by them. If more than one party signs below, we agree to be liable jointly and severally for all obligations under this Agreement. By signing this Agreement, I/We acknowledge receipt of a copy of this Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
CLIENT

ADDITIONAL SERVICES RIDER

PRINCIPAL REDUCTION

It may be possible to obtain a reduction in mortgage principal through a new Federal program or through in house programs of your lender. This is separate and apart from the mortgage modification program. This principal reduction will be most applicable to subordinate mortgages (seconds and thirds) or to situations in which the homeowner owes substantially more on his/her mortgage than the property is currently worth. This is commonly referred to as being “under water” or “upside down”.

The Law Office will attempt, separate and apart from obtaining a mortgage modification (or in lieu of attempting to obtain a mortgage modification) to secure a reduction in the current mortgage principal.

As this is a service separate and apart from the mortgage modification process a separate fee will be charged. If the Law Office is successful in obtaining a reduction in the principal balance the fee will be FIVE (5%) PER CENT of the total reduction. This fee will be deemed earned and owing upon the offering of a principal reduction. Actual arrangements for the payment of the fee will be made with the client depending on the client’s financial circumstances. There will be no fee if there is no offer of a principal reduction.

At this time there is no guarantee that a lender will agree to make such a reduction in principal. There are in place Federal Regulations requiring that lenders examine loans for the possibility of principal reduction but these are not mandatory. Individual lenders may also adopt their own programs relative to principal reduction depending on the circumstance of a particular loan.

The Law Office will use its best efforts to obtain a reduction in mortgage principal but there is no guarantee that one will be offered. However, if there is no offer then the client will be charged no fee for this service. The client agrees to cooperate fully with the Law Office in regard to providing necessary documents and information which may be required to effectuate the reduction in principal. Any failure on the part of the client to provide such information and documents may result in an inability to successfully obtain a principal reduction.

By signing below the Client retains the Law Office of Donald Neidhardt to represent him/her to negotiate a reduction in mortgage principal with their lender.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co Borrower

\_\_\_\_\_  
Date

YOUR RETAINER FEES WILL COVER THE FOLLOWING SERVICES:

1. Negotiation with Lender's Loss Mitigation Department
2. Financial Information Research
3. Paperwork processing
4. Consultation with client.

Other fees may be based on the complexity of the Client's issue; however, Client shall be informed beforehand of the additional work Attorney recommends before the imposition of additional fees. Client understands specifically that the fees detailed in this Agreement are for compiling of any all lender required information, including but not limited to, Income and Expenses, Hardship Letter, Profit & Loss Statement, etc. The Client's information will be presented to the Lender for its review and possible modification of the current mortgage payment, interest rate and/or balance. All efforts will be made to achieve a modification or adjustment and the full balance of the fee is deemed earned upon the offer of any of the above types of relief.

DISCLAIMER OF GUARANTEE OF SPECIFIC RESULTS:

Nothing in this Agreement and nothing in Attorney's or Attorney's representative's statements will be construed as a promise or guarantee about the outcome of the Client's matter. Attorney or his representatives make no such promise or guarantees. There can be no assurance that a modification of payment, interest rate or balance will be obtained for Client. Attorney and representatives' comments about the outcome of Client's matter are expressions of opinion only.

Our legal staff and modification specialists will carefully review and evaluate your individual economic circumstances prior to advising you if we believe we will be successful in obtaining a mortgage modification. We will also advise you if we do not believe we will be successful.

There are other services listed below that we can consider to assist you. Any such services will be presented to Client to consider further and will require an additional Agreement to be entered into before Attorney will be bound to perform such services. It should also be noted that Donald Neidhardt Esq. is licensed to practice law in New York State. Should you require legal representation in another state you will have to retain counsel licensed in that state. We can assist you in retaining counsel or you may do so on your own.