



*"Around the Clock"
Short Sales*

SHORT SALE or Pre-Foreclosure Package

Submit your completed request for immediate assistance.

For Borrowers

Is a Short Sale right for you? Check to see if you fall under any of the following scenarios:

- You are behind on your mortgage payments due to a financial or situational hardship.
- You are current on your mortgage but will soon fall behind due to a financial or situational 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 the Short Sale process that may affect your credit score, tax situation or other legal situation, please consult with your attorney, CPA and/or credit score specialist.

Questions?? Loss Mitigation Department (410) 779-1000

Submitting your request for a 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 your mortgage lender(s). Upon receipt of this completed application and executed documents, a client coordinator will assigned to your account. Your lender(s) will need to determine the fair market value of the property by arranging a BPO "Broker's Price Opinion (exterior or interior).

ATC Financial, LLC is not a foreclosure rescue service nor are we a loan modification company.

ATC Financial, LLC is not associated with the government, and our service is not approved by the government or your lender. If you decide to accept our service, your lender may not agree to change your loan.

ATC Financial, LLC
2331 York Road, Suite 301
Timonium, Maryland 21093
410-779-1000 Office / 443-578-4673 Fax

FORMS TO COMPLETE AND RETURN TO US.

1. **ATC FINANCIAL, LLC SHORT SALE SERVICES AGREEMENT:** Sign and Date
 - a. **EXHIBIT A:** ATC Financial Loss Mitigation/Processing Fee Addendum to Contract of Sale
 - b. **EXHIBIT B:** Preferred Title Company Disclosure
2. **NOTICE OF RESCISSION OF SERVICES CONTRACT** (only use if you are terminating services)
3. **SELLER EXPECTATION QUESTIONNAIRE:** Complete in full
4. **HOMEOWNER TASKS:** Contact your lender(s) and answer all questions
5. **PERSONAL INFORMATION WORKSHEET:** Answer all questions thoroughly
6. **PROPERTY DESCRIPTION WORKSHEET:** Answer all questions thoroughly
7. **AUTHORIZATION TO RELEASE (ATC FINANCIAL):** Complete Form, Sign and Date
8. **AUTHORIZATION TO RELEASE (ATC's DBA: HOME SETTLEMENT SOLUTIONS, Secondary Calling Center):** Complete Form, Sign and Date
9. **BANK OF AMERICA / CHASE BANK AUTHORIZATION:**
 - a. If you have a Bank of America OR Chase loan, you need to complete this form, sign and date
10. **FINANCIAL AND MISC QUESTIONNAIRE:** Complete in Full, Sign and Date
11. **BORROWER MONTHLY FINANCIAL STATEMENT:** Complete in full, Sign and Date
12. **LOAN MODIFICATION WAIVER:** Complete in full, Sign and Date
13. **GENERAL WAIVER** (if applicable. Only use this waiver if absolutely necessary)
14. **HARDSHIP AFFIDAVIT:** Complete in full, Sign and Date
15. **SAMPLE HARDSHIP LETTER:** This is a template for you to write a specific letter of hardship. Please be as detailed as possible, limited to one page. Sign and Date all parties on the loan.
16. **4506-T:** Complete lines 1a, 1b, 2a, 2b if applicable. Sign and Date
 - a. (YOUR NAME **MUST MATCH** YOUR 1040 TAX RETURNS)
17. **DODD-FRANK CERTIFICATION:** Complete in full, Sign and Date
18. **LIMITED POWER OF ATTORNEY FOR CORRECTING TYPOGRAPHICAL ERROS:** Sign and Date
19. **QUESTIONNAIRE ADDENDUM:** Complete

CONTINUE (PAGE 2)

DOCUMENTS AND PAPERWORK WE NEED YOU TO SEND TO US:

Send Immediately...

1. **MORTGAGE STATEMENTS (for each loan):** Most Recent
2. **HARDSHIP LETTER:** You may use our template to write a detailed hardship letter. Limit to one page. Make sure all parties to the loan sign and date.
3. **TWO (2) MOST RECENT BANK STATEMENTS:** Every month, keep sending us updated bank statements as the banks require all statements up until settlement. These bank statements have to be complete bank statements, NOT copies of webpages. PDF versions are fine as long as they are the original statements in PDF format.
4. **TWO (2) MOST RECENT PAYSTUBS:** Keep sending updated paystubs as the banks require all paystubs up until settlement.
 - a. **IF YOU** are receiving **Social Security, Unemployment Income, Disability Income, Pension Income or any other type of income**, please provide documented proof of this income
5. **TWO (2) YEARS OF W-2 OR 1099s**
6. **TWO (2) YEARS OF TAX RETURNS (1040s and all schedules)**
 - a. **MUST BE SIGNED AND DATED**
 - b. **ONLY FEDERAL RETURNS NEEDED, NO STATE RETURNS**
7. **IF YOU ARE SELF-EMPLOYED**
 - a. Need **Profit and Lost Statement** for last calendar year P&L and most recent quarter

Send as soon as you receive it....

8. **Contact your bank to obtain:**
 - a. **45-60 PAYOFF Statement or Letter from your lender(s)**



SHORT SALE SERVICES AGREEMENT

This Short Sale Loss Mitigation Services Agreement (“Agreement”) is made on this ____ day of _____, 20__ by and between ATC Financial, LLC (“ATC”), a Maryland limited liability company having its principal place of business located at 2331 York Road, Suite 301, Timonium, Maryland 21093 and _____ (“Seller”), for services to be performed by ATC to arrange and facilitate a “short sale” of Seller’s property located at _____ (the “Property”). A “short sale” involves selling the Property at a purchase price that will be insufficient to satisfy all mortgages and other liens on the Property, and pay all closing costs.

1. Scope of Services to be Provided by ATC.

ATC will perform the following services for Seller:

- a. Obtain a lien/title search from Buyer’s title company with respect to the Property and review the resulting report for liens and other title defects which must be cleared prior to sale.
- b. Evaluate the validity and amount of each known lien or other claim upon the property; including contacting secured creditors and other lienholders, where necessary;
- c. Coordinating with and negotiating with Seller’s mortgage lender(s), mortgage servicer(s) and/or mortgage holders (collectively, the “short sale lender”), other parties holding a lien on the Property, Seller’s real estate agent, Buyer’s real estate agent and the title/closing company, to secure the necessary approval(s) to facilitate a short sale transaction with respect to the Property;*
- d. Obtaining , creating and organizing all paperwork, documents and other materials required by the short sale lender in order to evaluate the Seller’s short sale proposal; and
- e. Requesting that the short sale lender forbear or postpone any foreclosure proceedings or activity pending completion of the short sale.

Seller understands that in order to sell the Property via a short sale, approval(s) by Seller’s short sale lender and other lienholders and persons listed above will be required. The services of a third party short sale negotiator representing only Seller, such as ATC, acting exclusively on behalf of Seller, is critical to obtaining those approvals.

*** Note: An attorney or other professional may be required to negotiate tax lien liability and some other property encumbrances.**

2. ATC’s Fee(s) for Services.

ATC may be paid from different sources, as set forth below, however any fee earned by ATC will be listed on the final HUD-1 settlement statement used in documenting the closing of the short sale transaction. ATC’s fee(s) will be fully earned, due and payable upon settlement of the sale of the Property. Seller hereby

authorizes the closing/settlement company to pay to ATC all fees disclosed on the HUD-1 Settlement statement at or upon settlement from the proceeds of the sale of the Property.

Buyer will pay ATC Financial, LLC a Loss Mitigation/Processing Fee upon closing. Buyer's obligation to pay this fee is CONTINGENT upon ATC being able to negotiate with the Seller's short sale lender to cover and pay for settlement/closing/title related fees that the Buyer would normally be required to pay. The AMOUNT of the fee payable to ATC by Buyer is limited to the sum of those settlement fees customarily paid for by Buyer that Seller's lender agrees to pay. These are settlement fees that are ordinarily charged to the Buyer by the title company, including Title Insurance Premiums, Title examination, Buyer's portion of the Transfer Taxes and Recordation Charges, all of which appear in the 1100 and 1200 series' of the HUD-1 settlement statement. Any fee payable to ATC by Buyer will be placed on the Buyer side of the HUD-1 Settlement Statement labeled "Payable to ATC Financial," and shall be due and payable at or upon closing.

For Example - If the total costs of the settlement fees listed above equate to \$3,500, the Buyer would be required to bring this amount to closing even absent this Addendum. If ATC successfully negotiates with the Seller's lender to pay \$3,500 of these costs, then the Buyer's \$3,500 brought to settlement would be used to pay ATC's Loss Mitigation Fee. However, if the short sale lender agrees only to cover and pay a lesser amount, for example \$2,000, then Buyer's obligation to pay ATC's fee would be limited to that same \$2,000. If the short sale lender refuses to cover any of the costs listed above, then the Buyer will have no obligation to pay any fee to ATC.

ATC may charge one or more of the following fees which will be placed on the Seller side of the HUD-1 Settlement Statement with the statement "payable to ATC Financial": Lien Review Fee, Short Sale Facilitation Fee, Processing Fee; Negotiation Fee; Document assembly and review; Mortgage Release Procurement Fee; Professional Services for Credit/lien Consultation; Service Fee; Debt Consultation Fee; Documentation Prep; Mortgage Relief Assistance; Lien Relief Assistance. The aggregate of all fees payable to ATC from all sources will not exceed four percent (4%) of the purchase price.

Fees payable to ATC by parties other than Seller, shall be based on terms agreed to by ATC and the Seller's short sale lender and/or realtor(s) and/or Buyer(s) and shall be paid at or upon closing from the proceeds of the sale. Short sale lenders customarily approve one or more such fees in a particular transaction. Every transaction is different and short sale lender approvals may vary.

Seller agrees to include an ATC Financial Loss Mitigation/Processing Fee Addendum to the contract of sale, in the form attached hereto as Exhibit A.

3. Selection of Title Company to Close Short Sale Transaction

Buyer is entitled to select the title insurance company to issue title insurance and conduct settlement. Sellers are prohibited under federal law (RESPA) from conditioning the sale transaction upon the use of a particular title insurance company. HOWEVER, short sales are quite different from conventional sales and selecting a title company that understands the short sale process and cooperates with ATC is extremely important to achieving a successful result. ATC has developed a "**Preferred Title Company**" list of many title companies that have experience working with ATC and successfully closing short sale transactions. ATC strongly recommends that Buyer select one of these preferred companies to ensure the transaction goes smoothly and expeditiously. **Seller Agrees to provide ATC's "Preferred Title Company" list (attached hereto as Exhibit "B") to Buyer or Buyer's real estate agent.**

4. ATC Financial's Right to Withdraw.

ATC may, in its sole discretion, withdraw or otherwise cease to provide its services to Seller at any time and for any reason prior to approval of the short sale by the short sale lender. In the event ATC withdraws, ATC will notify Seller and this Agreement shall be null and void and no fee whatsoever will be payable to ATC by Seller, Buyer or any other party to the proposed short sale transaction. The Indemnity provisions of paragraph 10 of this Agreement shall apply in the event (among others, without limitation) that ATC withdraws or ceases to provide its services pursuant to this Paragraph.

5. No Guarantee of Successful Short Sale.

Seller fully acknowledges that ATC makes no guarantees or warranties, express, implied or otherwise, that the short sale lender will approve the short sale. Should the short sale lender decline the short sale, the property could be sold via a foreclosure. Unless all contract terms between Seller, Buyer, Realtor, and ATC are met, in addition to the short sale lender's approval terms, the Property might not reach settlement. Unless all short sale lender settlement requirements are fulfilled by the title agent, the short sale transaction can even unwind after settlement. In the event that the ATC is unsuccessful in obtaining the necessary short sale approval(s) or Seller decides against proceeding to settlement, this Agreement shall be deemed null and void and no fees will be owed to ATC by Seller, Buyer or any other party to the proposed short sale transaction.

6. Deficiency, Credit Consequences, Other Warnings – ATC' Services limited to Short Sale Negotiations and Related Tasks.

After the short sale transaction is closed, negative credit information concerning Seller, arising from the short sale, may be reported by one or more short sale lenders to consumer credit reporting agencies. Seller may also be responsible for any deficiency amount owed, and may face potential income tax liabilities on any forgiven debt. Seller fully acknowledges that ATC and its agents do not render financial, tax, or legal advice, nor does ATC offer or perform housing or credit counseling. Seller is advised to consult with an accountant and/or attorney about the possible consequences of a short sale. ATC does not offer mortgage refinancing, so-called foreclosure rescue services or mortgage loan modification negotiation services, or real estate brokerage or agency services. Seller acknowledges that he or she must utilize a separate real estate broker/agent to list and sell the Property.

7. Potential Income Tax Consequences.

Forgiveness by the lender of any of the indebtedness secured by your home may have income tax implications. **YOU ARE ENCOURAGED TO CONSULT A TAX PROFESSIONAL** to determine whether there will be income tax consequences arising from the short sale transaction.

8. Remaining Deficiency/ Post-Sale Promissory Note.

Short sales involve the sale of a property for less than the mortgage balance(s). While lenders always release the lien on the property so that clear title may be conveyed to the purchaser, in some cases lenders refuse to release homeowners from the deficiency created by a short sale transaction. This can take the form of the lender simply refusing to release the seller/homeowner from the existing deficiency, or the lender insisting that the seller execute a new promissory note evidencing a continuing obligation arising from the deficiency. **IF YOUR SHORT SALE LENDER DOES NOT RELEASE YOU FROM THE DEFICIENCY, OR REQUIRES YOU TO SIGN A NEW PROMISSORY NOTE AS A CONDITION OF CLOSING, YOU SHOULD CONSULT AN ATTORNEY TO DETERMINE IF A SHORT SALE IS IN YOUR BEST INTERESTS AND TO CONSIDER ALTERNATIVES TO A SHORT SALE.**

9. Potential Adverse Credit Reporting Consequences.

The credit of homeowners who sell their homes through a short sale process will likely be adversely affected by the reporting of the short sale transaction. **YOU ARE ENCOURAGED TO CONSULT AN ATTORNEY OR ACCOUNTANT** to more fully understand the effect that a short sale will have on your

credit, as well as the potential future ramifications of any such changes to your credit.

10. Indemnity and Release – No Waiver of Statutory Consumer Protections.

To the maximum extent allowed by law, Seller hereby releases ATC and its members, officers employees and agents, from any liability in the past, present, and future, and indemnifies ATC for and against any losses, damages, liability and expenses, including, without limitation, attorneys fees, claimed by any third party or arising from claims, suits, complaints or other proceeding brought by any non-party to this Agreement, or claims by Seller arising from this Agreement or the short sale of the Property contemplated in this Agreement, unless caused by gross negligence or willful misconduct attributable to ATC. Notwithstanding the foregoing, nothing in this Agreement shall in any way waive, or relieve ATC from the requirements of the Maryland Mortgage Assistance Relief Services Act, the Maryland Protection of Homeowners in Foreclosure Act, or 12 C. F. R. Part 1015. The parties understand the Seller does not waive any consumer protections or requirements set forth in any of those laws or regulations.

11. Copies of Property Valuation

ATC shall provide the Seller with written copies of any research ATC develops regarding the value of the Property, if any, including any information on sales of comparable properties and any appraisals that ATC may collect.

12. **IMPORTANT NOTICE**

You may stop doing business with us at any time. You may accept or reject the offer of mortgage assistance we obtain from your lender [or servicer]. If you reject the offer, you do not have to pay us. If you accept the offer, you will have to pay us an amount determined under paragraph 2 of this Agreement.

ATC Financial, LLC is not associated with the government, and our service is not approved by the government or your lender. If you decide to accept our service, your lender may not agree to change your loan.

Even if you accept this offer and use our service, your lender may not agree to change your loan.

13. Compliance with MD Protection of Homeowners in Foreclosure Act.

ATC may be considered a “foreclosure consultant” within the definition of that term in Maryland’s Protection of Homeowners in Foreclosure Act (“PHIFA”). That means that this Agreement may fall within the PHIFA definition of a “foreclosure consulting agreement.” PHIFA requires certain disclosures and an opportunity for you to rescind any foreclosure consulting agreement. ATC does NOT require Seller to execute any lien, mortgage or deed as part of signing this Agreement and does NOT offer mortgage refinance services. ATC does NOT collect any “up front” fees from any person and does NOT advance funds to any person or entity on behalf of Seller.

NOTICE REQUIRED BY MARYLAND LAW

ATC Financial, LLC or anyone working for it CANNOT ask you to sign any lien, mortgage, or deed as part of signing this agreement unless the terms of the transfer are specified in this document and you are given a separate explanation of the precise nature of the transaction. The separate explanation must include: how much money you must pay; how much money you will receive, if any; and how

much money the foreclosure consultant will receive from any source.

ATC Financial, LLC or anyone working for it CANNOT guarantee you that they will be able to refinance your home or arrange for you to keep your home. Continue making mortgage payments until a refinancing, if applicable, is approved.

You have the right to rescind this foreclosure consulting contract at any time by informing the foreclosure consultant that you want to rescind the contract. See the Notice of Rescission form for an explanation of this right. After any rescission, you must repay, within 60 days, any money spent on your behalf as a result of this agreement, along with interest calculated at the rate of 8% per year.

If a contract to sell or transfer the deed or title to your property is involved in any way, you may rescind that contract at anytime within 5 days after the date you sign that contract and you are informed of this right. After any rescission, you must repay, within 60 days, any money spent on your behalf as a result of this Agreement, along with interest calculated at the rate of 8% per year.

THIS IS AN IMPORTANT LEGAL CONTRACT AND COULD RESULT IN THE LOSS OF YOUR HOME. CONTACT AN ATTORNEY BEFORE SIGNING.

Seller and ATC agree to all terms and conditions in this Agreement.

Seller: _____(Signature)

Seller: _____(Signature)

ATC Financial, LLC

By:  _____(Signature)
Authorized Representative

STATE OF MARYLAND, CITY/COUNTY OF _____, TO WIT:
I HEREBY CERTIFY that on this ___ day of _____, 20___, before me, the subscriber, a Notary Public for the State of Maryland, personally appeared _____(Seller), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Agreement, and acknowledged that [s]he executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND, CITY/COUNTY OF _____, TO WIT:
I HEREBY CERTIFY that on this ___ day of _____, 20___, before me, the
subscriber, a Notary Public for the State of Maryland, personally appeared
_____ (Seller), known to me (or satisfactorily proven) to be the person
whose name is subscribed to the within Agreement, and acknowledged that [s]he
executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND, CITY/COUNTY OF _____, TO WIT:
I HEREBY CERTIFY that on this ___ day of _____, 20___, before me, the
subscriber, a Notary Public for the State of Maryland, personally appeared
_____, known to me (or satisfactorily proven) to be the
person whose name is subscribed on behalf of ATC Financial, LLC to the within
Agreement, and acknowledged that [s]he executed the same for the purposes therein
contained.

WITNESS my hand and notarial seal.

NOTICE OF RESCISSION

Date of Contract for Short Sale Services _____

You may rescind this foreclosure consulting contract, without penalty, at any time.

If you want to rescind this contract, mail or deliver a signed and dated copy of this Notice of Rescission, or any written notice indicating your intent to rescind to ATC FINANCIAL, LLC at 2331 York Road, Suite 301, Timonium, MD 21093, or Fax to 443-578-4673, or e-mail to atcteam.atc@gmail.com

After any rescission, you, _____, must repay any money spent on your behalf as a result of this agreement, within 60 days, along with interest calculated at the rate of 8% per year.

This is an important legal contract and could result in the loss of your home. Contact an attorney before signing.

NOTICE OF RESCISSION

TO: ATC Financial, LLC
2331 York Road, Suite 301, Timonium, MD 21093,
Fax: 443-578-4673,
e-mail: atcteam.atc@gmail.com

I hereby rescind this contract.

_____ Date

_____ Homeowner's signature

>> You are entitled to two (2) copies of this Notice of Rescission <<

Exhibit A

ATC Financial Loss Mitigation/Processing Fee Addendum to Contract of Sale

Property: _____ Date: _____

Seller: _____

Buyer: _____

1) **CONTINGENCY FEE:** Buyer and Seller hereby agree that the Buyer will pay ATC Financial, LLC a Loss Mitigation/Processing Fee upon closing. Buyer's **obligation** to pay this fee is **CONTINGENT** upon ATC being able to negotiate with the Seller's short sale lender to cover and pay for settlement/closing/title related fees that the Buyer would normally be required to pay. The **AMOUNT** of the fee payable to ATC by Buyer is limited to the sum of those settlement fees customarily paid for by Buyer that Seller's lender agrees to pay. These are settlement fees that are ordinarily charged to the Buyer by the title company, including Title Insurance Premiums, Title examination, Buyer's portion of the Transfer Taxes and Recordation Charges, all of which appear in the 1100 and 1200 series' of the HUD-1 settlement statement. The object of this provision is to protect the Buyer from incurring any additional cost over and above the terms of the Contract of sale.

For Example - If the total costs of the settlement fees listed above equate to \$3,500, the Buyer would be required to bring this amount to closing even absent this Addendum. If ATC successfully negotiates with the Seller's lender to cover \$3,500 of these costs, then the Buyer's \$3,500 brought to settlement would be used to pay ATC's Loss Mitigation Fee. However, if the short sale lender agrees only to cover and pay a lesser amount, for example \$2,000, then Buyer's obligation to pay ATC's fee would be limited to that same \$2,000. If the short sale lender refuses to cover any of the costs listed above, then the Buyer will have no obligation to pay any fee to ATC.

Note: Customary Seller Concessions to pay other closing costs are outside this Addendum and are unaffected by its terms.

2) All parties acknowledge that ATC Financial, LLC may also receive fees in connection with this transaction at no additional cost to the Buyer, which may be paid directly to ATC Financial by the Seller's short sale lender.

3) All parties further acknowledge that the above fees will be considered earned by ATC Financial upon obtaining Short Sale approval in Buyer's name from the Seller's mortgage holder(s), and is payable at settlement.

4) Buyer and Seller agree and hereby authorize and direct the person or company conducting settlement to include those fees payable to ATC Financial by Buyer as a Buyer's cost on the HUD-1 settlement statement; and to pay over those fees to ATC Financial pursuant to Settlement; and to supply ATC Financial with the Final HUD-1 settlement statement for approval by ATC Financial and Seller's lienholders at least 3 days prior to settlement.

5) All parties, by signing this Agreement, to the extent allowable under applicable law, agree to hold ATC Financial, LLC, their respective heirs, assigns, employees, agents, officers, members, or any shareholders harmless and fully indemnify same from and against any and all claims, demands, and/or lawsuits by the Parties or the Parties assigns. This includes but not limited to attorney fees, whether or not litigation ensues, costs and all other litigation expenses or any other expense incurred or monies demanded. Notwithstanding the foregoing, nothing in this Addendum shall in any way waive, or relieve ATC from the requirements of the Maryland Mortgage Assistance Relief Services Act, the Maryland Protection of Homeowners in Foreclosure Act, or 12 C. F. R. Part 1015. The parties understand Buyer and Seller do not waive any consumer protections or requirements set forth in any of those laws or regulations.

Buyer's Initials _____

Seller's Initials _____

Exhibit A

ATC Financial Loss Mitigation/Processing Fee Addendum to Contract of Sale

Additional Fee Provision: If the Buyers choose to use a title insurance or settlement company that is not on ATC's preferred title company list, and that title company fails to provide to ATC with a current owner's title search report within 10 days after execution of the Contract of Sale, Buyer agrees to pay an additional fee to ATC of \$550.00 to defray ATC's cost of obtaining that information through a third-party source. A current owner's title search immediately following contract ratification is essential to a successful short sale

Name of Buyer's selected Title Company _____

Info for Title Company (Name, Address, Email, Phone) _____

3. Residence in Default. If, at the time the Contract of Sale is fully executed, the Seller is 60 days or more past due in meeting his or her payment obligations on any mortgage secured by the Subject Property, then the Subject Property is a "Residence in Default" under the Maryland Protection of Homeowners in Foreclosure Act, Md. Real Property Code Ann. §§ 7-301 *et seq.* ("PHIFA"). Under PHIFA, the Seller of a Residence in Default is entitled to rescind the Contract of Sale within five (5) days after the Contract of Sale was fully executed. In the event the Subject Property meets the definition of a Residence in Default, the following Notice of Rescission is given to the Seller:

_____	Date _____	_____	Date _____
Buyer signature		Seller signature	
_____	Date _____	_____	Date _____
Buyer signature		Seller signature	

NOTICE OF RIGHT TO RESCIND

TO THE SELLER:

You (Seller) are entitled to rescind the Contract of Sale, to which this Additional Short Sale Addendum is attached, within five (5) days after it is fully executed by all parties to the sale transaction.

In order to Rescind the Contract of sale, mail or deliver a signed and dated copy of the Notice, as set forth below, or any other Notice expressing your intent to rescind, to the Buyer's Agent,
 _____ [name] at the following Address: _____.

<p>NOTICE OF RESCISSION</p> <p>To: [Buyer's Agent] Buyer's Agent's Address]</p> <p>I hereby Rescind the Contract of Sale dated _____ by and between the undersigned Seller and _____, Buyer</p> <p>Date:</p> <p>Seller's signature(s) _____</p>

You must send the notice to the BUYER'S Agent in order to effectively rescind the Contract of Sale, but we request that you also provide a copy of the Notice electing to rescind to ATC Financial at 2331 York Road Suite 301, Timonium, MD 21093.

EXHIBIT B

ATC Financial: Preferred Title Company Disclosure

Buyer is entitled to select the title insurance company to issue title insurance and conduct settlement. Sellers are prohibited under federal law (RESPA) from conditioning the sale transaction upon the use of a particular title insurance company.

HOWEVER, short sales are quite different from conventional sales and selecting a title company that understands the short sale process and cooperates with ATC is extremely important to achieving a successful result. ATC has developed a **“Preferred Title Company”** list of several title companies that have experience working with ATC and successfully closing short sale transactions. That List is attached to this Disclosure statement. ATC strongly recommends that Buyer select one of these preferred companies to ensure the transaction goes smoothly and expeditiously.

Should a Buyer(s) select a title company that is not listed above, the selected title company must follow the ATC policies and procedures, listed below, which are necessary in order to move the short sale process to successful completion.

1. The title company must provide ATC with an estimated preliminary HUD-1 settlement statement in accordance with the contract and any addendums within 5 days after the contract of sale is signed.
2. Before any negotiations with the lender/service can begin, the title company must perform a Current Owner Title Search and send the results to ATC. If this does not occur within 10 days after the contract of sale is fully executed, and ATC is thereby required to obtain a title report from a third party source, the Buyer may be required to pay a fee of \$550 to offset that cost. This report must indicate whether the Property is in Fee Simple or a Leasehold (ground rent) Property; must include current owner(s), all Mortgages, other liens, local citations, judgments, front foot benefit charges and property tax status. It is not a “best practice” to commence negotiations with short sale lenders prior to obtaining a title search because the terms of the short sale may have to change depending upon newly discovered liens. This can delay settlement or the short sale could even be declined.
3. ATC will place its fees in the 500 and/or 1300 section of the Final HUD-1 subject to short sale bank approval. Some or all of the ATC service fees may be paid by the buyer. Title company must follow ATC’s instructions with regard to all fees and charges (except those charged by the title company itself).
4. The Short Sale Addendum makes Buyer’s payment of ATC fees contingent upon, and limited by, the Seller or Seller’s Lender paying Buyer’s Transfer Taxes, Buyer’s Title Insurance, and other Title Related Services and any other incurred expenses to be paid by the Seller side of the HUD-1, in addition to any customary Seller concession, subject to the Seller’s Lender’s approval. The title company must follow ATC’s instructions in this regard.
5. The title company must agree to communicate directly and immediately to ATC Financial if it discovers a previously undisclosed lien or if there are changes in any fees and costs that may affect the short sale.
6. Upon short sale approval by Seller’s lender, the title company must coordinate with the buyers to provide to ATC Financial a final closing HUD-1 no less than 3-5 days before closing, based upon the timeline indicated in the closing instructions set forth in the Short Sale approval letter obtained from Seller’s lender.
7. The title company must follow Buyer and Seller instructions and pay all closing fees (including those payable to ATC) from the settlement proceeds.

If the selected title company **does not** agree to follow ATC’s policies and procedures, the short sale process will be much slower and may become impossible to complete.

Should a Buyer(s) select a title company that has previously declined to cooperate with ATC’s policies and procedures ATC will inform Buyer of that fact.

<<<PROVIDE A COPY OF THIS DOCUMENT TO THE BUYER OR THE BUYER’S REAL ESTATE AGENT >>>>

SELLER EXPECTATION QUESTIONNAIRE

Every short sale outcome is different as they are dependent on many factors such as:

1. Type of loan (conventional, FHA, VA, DSELP)
2. Type of bank (nationwide, regional, credit union)
 - a. Type of investor: Fannie Mae or Freddie Mac
3. Do you have Mortgage Insurance attached to your loan (PMI)?
4. Type of hardship
 - a. Financial (unemployment, increase expenses, reduction of income)
 - b. Situational (divorce, job relocation, death, disability, etc)
5. Financial Strength of homeowner(s)
 - a. Income, assets, credit score
 - b. Mortgage Payment Current or in Default
6. Number of mortgage liens on the property
 - a. Other liens attached to the property (utility, taxes, medical, credit card, etc...)

It is important to know the expectations of our client.

Please answer the following questions on a scale of 1-3 (1=no, 2=maybe, 3=yes). You may also provide a detailed answer.

1. If you are required to pay a small cash contribution (<\$5k) to your bank in order to obtain a short sale release, can you or would you obtain funds?

2. If you are required to sign a promissory note for a short sale release, would you? (this may occur from a 2nd mortgage lender, if applicable)

3. If the bank does not waive your deficiency judgment, do you still want to proceed with the short sale? (most banks are waiving this judgment especially 1st mortgages depending on your financial strength, however, many 2nd mortgages, small regional banks and credit unions may not.)

Please remember that all these potential terms can be negotiated and ATC will do their best to make the strong argument depending on the homeowner's financial situation.

HOMEOWNER TASKS (Contact each of your lender(s))

Please contact your bank(s) and ask them the following questions and fill in the correct answers. You must do this for each loan. ATC will also be calling your bank(s) as we will be verifying your answers.

1. Is there a foreclosure date set for this property? If yes, what is the date?
2. Who is the investor on my loan?
3. Do I have mortgage insurance on this property? If yes, who is it?
4. Is my loan Freddie Mac or Fannie Mae? (indicate which one, if either)
5. Is my loan an FHA loan?
6. What is the payoff on my loan?

SEND THIS PAGE BACK TO US

documents.atc@gmail.com

443-578-4673 fax

PERSONAL INFORMATION WORKSHEET

Borrower

First Name _____

Last Name _____

Social Security Number _____/_____/_____

Date of Birth (mm/dd/yyyy) _____/_____/_____

Daytime Phone Number _____/_____/_____

Evening Phone Number _____/_____/_____

Cell Phone Number _____/_____/_____

E-mail Address _____

Address (Where you live) _____

City/State/Zip _____

Employer _____

Position _____

Employment Dates _____/_____/_____ to _____/_____/_____

Annual Salary \$ _____

Co-Borrower

First Name _____

Last Name _____

Social Security Number _____/_____/_____

Date of Birth (mm/dd/yyyy) _____/_____/_____

Daytime Phone Number _____/_____/_____

Evening Phone Number _____/_____/_____

Cell Phone Number _____/_____/_____

E-mail Address _____

Address (Where you live) _____

City/State/Zip _____

Employer _____

Position _____

Employment Dates _____/_____/_____ to _____/_____/_____

Annual Salary \$ _____

PROPERTY DESCRIPTION WORKSHEET

Address: _____

City/State/Zip _____

Do you have a Foreclosure Date?

Yes	No
-----	----

 If yes, when?

Are you Current with your Mortgage?

Yes	No
-----	----

 If no, date of last payment

Do you have Mortgage Insurance?

Yes	No
-----	----

Are you current on HOA/Condo Fees?

Yes	No
-----	----

 If no, date of last payment

Name and Phone # of HOA or Condo Association _____

Have you been offered a loan modification?

Yes	No
-----	----

Is the property owner occupied?

Yes	No
-----	----

Is the property a second home?

Yes	No
-----	----

Is this property non-owner occupied or an investment property?

Yes	No
-----	----

Is the property vacant?

Yes	No
-----	----

 If yes, how long?

--	--

 Years

--	--

 Months

Is the property being maintained

Yes	No
-----	----

1st Mortgage Holder: _____
Estimated Balance \$ _____

Type of loan (select one): **Conventional / FHA / VA**

2nd Mortgage Holder _____
Estimated Balance \$ _____

Type of loan (select one): **Conventional / FHA / VA**

Other Mortgage _____
Estimated Balance \$ _____

Other Liens (Tax, Credit Cards, Home Equity, etc.) _____

FHA or VA Short Sale Questionnaire

(if you loan is FHA, you must complete this in full)

Eligibility: FHA Pre-Foreclosure Sales Program (rev. 11/17/10)

- The property must be owner-occupied, no “walk-a-ways” or investment property. Exceptions: when it is verifiable that the need to vacate was related to the cause of the default (job loss, transfer, divorce, death), and the subject property was not purchase as rental investment, or used as a rental for more than 18 months.
- The mortgagor must be 31 days or more delinquent at the time of the Preforeclosure Sale closing
- The Mortgage must provide documentation substantiating a reduction in income or an increase in living expense, and documentation that verifies the Mortgagors need to vacate the property (if applicable)

FHA Questions

1. Have you completed a loan modification application? If yes, were you already declined?
2. Are you current or behind on your mortgage payments? If yes, how many months are you behind?
3. What is your hardship?
4. How is the property being maintained?
5. If the property has been vacant and/or has been a rental property, how long has it been in this vacant or rented? (# of months)

VA Short Sale Questionnaire

(if you loan is a VA, answer the following question(s))

1. Are you actively serving in the United States Military? (yes or no)

AUTHORIZATION TO RELEASE INFORMATION

PROPERTY ADDRESS: (street, city, state, zip code)

This release will be used for the purpose of facilitating the transaction contemplated by the listing agreement between the undersigned and **ATC Financial, LLC**. It will be used to obtain personal and financial information of the undersigned. The authorized parties below shall use all reasonable means to ensure the information provided is used for the purpose set out below. The parties listed shall not be liable and shall be held harmless from and for any claims of loss or damage in connection with the use of this authorization.

I hereby authorize:

Sean Der, James Weiskerger, Diana Grueva, Kendall Manges, , Chrissy Parks, Peter Severance, Josh Leventhal, Meredith Davey, Cindy Smith, Shannon Roberman, Shayna Hardesty, Danica Grieb, Marcy Messori, Justin Kennell, Moira Malstrom, Georgeta Mardari, Colton Bennett, Amanda Jones and/or my designated agent/realtor: _____, assistant, Title Company or its agents to verify any and all information pertaining to the mortgage or the property detailed below and any additional financial information pertaining to this property, including homeowner's association, taxes, liens, and any other encumbrances. In addition, I hereby authorize the parties listed above to negotiate the terms of a short sale payoff and to deliver documents that concern my request for a short sale payoff. This authorization shall remain in effect until revoked in writing and a copy of such a revocation is provided to all parties listed above. It is understood that a photocopy or a fax of this form will also serve as authorization.

1st Mortgage Lender: _____

Account #: _____

2nd Mortgage Lender: _____

Account #: _____

➤ **BORROWER 1:**

SIGNATURE	SOCIAL SECURITY NUMBER	DATE OF BIRTH
-----------	------------------------	---------------

PRINTED NAME	CONTACT PHONE NUMBER	DATE
--------------	----------------------	------

➤ **BORROWER 2:**

SIGNATURE	SOCIAL SECURITY NUMBER	DATE OF BIRTH
-----------	------------------------	---------------

PRINTED NAME	CONTACT PHONE NUMBER	DATE
--------------	----------------------	------

Short Sale Third-Party Authorization Form

BORROWER(S) ACKNOWLEDGMENT

Loan Number: _____ Property Address: _____

Borrower: _____

Co-Borrower: _____

The undersigned Borrower and Co-Borrower (if any) (individually and collectively, the "Borrower," "Me" or "My"), authorize(s) Bank of America, N.A., its affiliates, agents and employees (collectively, "BANA") to discuss with the third party(ies) described on the next page (the "Designated Representative(s)") on My behalf the sale of the property at the above-listed Property Address (the "Property"), which is secured by a loan owned or serviced by BANA ("Mortgage"), for an amount less than the outstanding principal balance of the Mortgage (such transaction, a "Short Sale"):

Designated Representative: James Weiskerger

Designated Representative: Diana Grueva

Designated Representative: Kendall Manges

Designated Representative: _____

My Designated Representative and BANA are hereby authorized to share with each other any and all information reasonably requested or otherwise required to be exchanged in connection with the consummation of the Short Sale, including without limitation names, addresses, telephone numbers, Social Security numbers, income, credit scores, status of any current or previous workout review, account, balances, program eligibility, payment activity and any other confidential (including nonpublic personal information) information related to Me, the Mortgage or the Property.

I further agree and acknowledge as follows:

- I have selected the Designated Representative.
- I acknowledge that BANA is not responsible for any act or omission of the Designated Representative, including anything the Designated Representative may do with information it is provided hereunder, or for any failure of the Designated Representative to competently perform its services.
- I agree that the Designated Representative can authorize a delegate to provide administrative support ("Designated Support Staff") to facilitate procedural, or other clerical and administrative functions that are non-licensable activities on behalf of the Designated Representative. The Designated Support Staff is identified on the Designated Representative Acknowledgment.

This Third-Party Authorization will be effective until the completion of the Short Sale(s) unless terminated by me (us) in writing.

I UNDERSTAND AND AGREE WITH THE TERMS OF THIS THIRD-PARTY AUTHORIZATION.

Borrower's Signature

Date

Co-Borrower's Signature

Date

See reverse side for Designated Representative Acknowledgement.

Bank of America  **Home Loans**

DESIGNATED REPRESENTATIVE ACKNOWLEDGMENT

Each undersigned Designated Representative represents and agrees that, he/she (i) is a licensed real estate agent, real estate broker or attorney ("Licensee") in good standing in the state in which the Property is located, and that Licensee has all licenses, permits or authorizations required by state or federal law to perform the duties undertaken by it in connection with the Short Sale, (ii) shall not knowingly misrepresent or omit to state, any material fact in order to induce the Borrower(s), BANA, the lender, the investor or the insurer to agree to the terms of a Short Sale that the Borrower(s), BANA, the lender, the investor or the insurer would not have agreed to had all material facts been known, and (iii) is in compliance with all applicable state and federal laws, rules and regulations governing the services provided, including without limitation those related to providing required disclosures to the Borrower(s), and shall be responsible and liable for all of the acts and omissions of its Designated Support Staff authorized to work on his/her behalf.

Each Designated Representative and his or her Designated Support Staff involved in a Short Sale regarding:

Address _____ City _____ State _____ Zip _____

Must complete, sign and date below.

Designated Representative: James Weiskerger Company Name: ATC Financial
 State Licensing Entity: Maryland State Licensing/Registration Number: 573865
 Type of License: Real Estate Agent Phone: 410-779-1000 Email: atcteam.atc@gmail.com


 Designated Representative Signature _____ Date _____

Designated Representative: _____ Company Name: _____
 State Licensing Entity: _____ State Licensing/Registration Number: _____
 Type of License: _____ Phone: _____ Email: _____
 Designated Representative Signature _____ Date _____

Designated Representative: _____ Company Name: _____
 State Licensing Entity: _____ State Licensing/Registration Number: _____
 Type of License: _____ Phone: _____ Email: _____
 Designated Representative Signature _____ Date _____

Designated Representative: _____ Company Name: _____
 State Licensing Entity: _____ State Licensing/Registration Number: _____
 Type of License: _____ Phone: _____ Email: _____
 Designated Representative Signature _____ Date _____

The following Support Staff do(es) not hold a Real Estate Agent/Broker's License nor an Attorney's License but is assisting the above identified licensee(s) with administrative functions:

Designated Support Staff: Diana Grueva Company Name: ATC Financial
 Assistant For: James Weiskerger

 Designated Representative Signature _____ Date _____

Designated Support Staff: Kendall Manges Company Name: ATC Financial
 Assistant For: James Weiskerger

 Designated Representative Signature _____ Date _____





AUTHORIZATION TO PROVIDE AND RELEASE INFORMATION

This Borrower Authorization form will allow Chase or its authorized representative to share information about your mortgage with third parties.

TO: Chase
LOAN NUMBER: _____ (“my Loan”)
DATE: _____
BORROWERS: _____
PROPERTY ADDRESS: _____

I/We, _____ (borrower(s) name(s)),
currently residing at _____ in the County of _____,
State of _____, hereby authorize Chase to release,
furnish, provide, exchange and request information related to my/our loan to:

Authorized Third Party/Parties

Name of Third Party #1: Home Settlement Solutions Name of Third Party #2: _____
Address : 2331 York Rd, Suite 301 Address: _____
Timonium, MD 21093
Phone Number: 410-779-1000 Phone Number: _____
Email Address: atcteam.atc@gmail.com Email Address: _____

And, I (We) hereby authorize Chase to release, furnish, provide, exchange and request information related to the account above to the Authorized Third Party identified above.

Expiration of Authorization

If applicable, please specify a period of time or the particular transaction for which the authorization is valid. **If no expiration date or operational transaction is provided, this authorization will remain valid until revoked in writing.**

You may revoke this authorization at any time by providing written notice to Chase.

I/We hereby indemnify and forever hold Chase harmless from any and all actions and causes of actions, suits, claims, attorney’s fees, or demands against Chase, which I/we and/or my/our heirs may have resulting from Chase discussing, or declining to discuss, my/our account with the above-named requestor or person identifying himself/herself to be that requestor, or resulting from providing, or declining to provide, any documents or other information concerning the account to the requestor.

Signed by: _____
(Signature)

(Printed Name)

(Date)

Signed by: _____
(Signature)

(Printed Name)

(Date)

If you have any questions about the form, please call us at 1-800-848-9136 or by TTY at 1-800-582-0542.

FINANCIAL AND MISC QUESTIONNAIRE

Household Information

How many people are in your household (including yourself)?	
---	--

Employment Information

Are you self employed? (yes or no)	
Are you employed? (yes or no)	
Are you paying on any charge offs or collections? (yes or no)	
(If yes) How much are you paying per month? \$	

Bankruptcy

Have you ever filed bankruptcy? (Yes or No)	
If Yes, type of bankruptcy (Chapter 7 or 13)	
Filing Date (mm/dd/yyyy)	
Has your bankruptcy been discharged? (Yes or No)	

IF YOUR BANKRUPTCY HAS NOT BEEN DISCHARGED, CONTACT US IMMEDIATELY!!

IF YOUR BANKRUPTCY HAS BEEN DISCHARGED, PROVIDE A COPY OF THE DISCHARGE PAPERWORK

Divorce

Are you divorced or legally separated? (yes or no)	
If yes, please provide separation paperwork or divorce decree	

Mortgage Holder Deceased

Is one of more of the mortgage holders deceased? (yes or no)	
If yes, please provide death certificate(s)	

Name Change

Is your name on the mortgage different from your name on the listing agreement and/or sales contract? (yes or no)	
If yes, please provide a name affidavit indicating that you are the same person	

Assets

Value of Property being sold through Short Sale	\$
Other Real Estate Value	\$
Vehicles (auto, motorcycles, recreational vehicles, etc...)	\$
Checking Account	\$
Savings Account	\$
401k, ESOP Accounts	\$
IRA/Keogh Accounts	\$
Stocks/Bonds/CDs	\$
Other Asset(s)	\$
Other Asset Description	
Total Assets	\$

Borrower Signature	Date
--------------------	------

Borrower Signature	Date
--------------------	------

BORROWER FINANCIAL STATEMENT

MONTHLY INCOME

	BORROWER	CO-BORROWER	TOTAL
1 Monthly Net (not gross) employment income	\$	\$	\$
2 Monthly government benefits and insurance income	\$	\$	\$
3 Monthly Unemployment Income	\$	\$	\$
4 Monthly Rental Income	\$	\$	\$
5 Monthly alimony and/or child support income	\$	\$	\$
6 Other Income: _____	\$	\$	\$
7 TOTAL MONTHLY INCOME (add lines 1-6)	\$	\$	\$

MONTHLY EXPENSES

	Monthly Payment	Balance Due	# of Mos. Delinquent
1 1st lien payment (principal/interest/taxes/insurance)	\$	\$	
2 2nd lien payment (principal/interest/taxes/insurance)	\$	\$	
3 Other mortgage/lien payments (home equity, etc...)	\$	\$	
4 Maintenance on Primary Home	\$	\$	
5 Other Mortgages: _____	\$	\$	
6 Vehicle loan payment	\$	\$	
7 Minimum credit card payments	\$	\$	
8 Other installment: _____	\$	\$	
9 Transportation expenses (repair, maintenance, ins, gas)	\$	\$	
10 Food	\$	\$	
11 Utility (electric/gas/water/sewer, etc)	\$	\$	
12 Internet/cable/phone	\$	\$	
13 Medical/dental (insurance, life ins, prescriptions, co-pays)	\$	\$	
14 Alimony and child support	\$	\$	
15 Dependent Care	\$	\$	
16 Entertainment	\$	\$	
17 School (tuition, books, fees, etc..)	\$	\$	
18 Homeowner Association (HOA)	\$	\$	
19 Home repairs and maintenance	\$	\$	
20 Other Monthly Expenses: _____	\$	\$	
21 TOTAL LIVING EXPENSES: (add lines 1-20)	\$	\$	
NET CASH FLOW (subtract line 21 from line 7)	\$	\$	

Borrower Signature

Date

Borrower Signature

Date

LOAN MODIFICATION WAIVER

I/We hereby declare that we wish to pursue a short sale transaction and do not wish to consider or approve any loan modification programs. We have decided that the short sale process best fits our needs given our particular situation. We are not interested in any loan modification and are 100% committed to the short sale.

I/We understand that I have ATC Financial LLC, to complete my short sale transaction.

It is not uncommon for my bank to begin offering various loan modifications plans but we have decided not to consider any previous or new loan modification offers.

Borrower: _____

Signature: _____

Borrower: _____

Signature: _____

GENERAL WAIVER

I/We cannot produce the following financial documents (**check all that apply**):

Two Most Recent Tax Returns

Two Most Recent Bank Statements

Two Most Recent Paystubs

Other: _____

Other: _____

Required Explanation:

For any applicable items above, please provide a detailed reason for not having specific documents:

Borrower Date

Co-Borrower Date

HARDSHIP AFFIDAVIT

Please explain a detailed explanation of your hardship

I (We) am/are requesting to review my/our eligibility for a short sale to help prevent foreclosure. I (We) am/are having difficulty making my/our monthly mortgage payment because of financial difficulties created by **(check all that apply)**:

My household income has been reduced. (For example, unemployment, reduced pay or hours, decline in business earnings, death, disability, or divorce or 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, mortgage payment reset, high medical or health care costs, uninsured loses, increased utilities, or property taxes)

My cash reserves, including all liquid assets, are insufficient to maintain the property 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)**:

Borrower Date

Co-Borrower Date

SAMPLE HARDSHIP LETTER – Please use this as a guide only.

(Your Name)
(Your Address)

To Whom It May Concern:

We are writing this letter to explain the unfortunate set of circumstances that have caused us to become delinquent on our mortgage resulting in a potential short sale arrangement. We have done everything in our power to make ends meet but unfortunately we have fallen short and would like you to consider working with us in order to facilitate the short sale process.

The main reason we fell behind is **(insert your hardship here)**. Now, it's to the point where we cannot afford to pay what is owed to (lender) and our mortgage is higher than what our property is currently worth. It is to our unfortunate reality that we must sell our home in order to start over.

We would appreciate if you would approve our short sale agreement allowing a new buyer to take over ownership of our home.

Thank you for your time and patience.

Sincerely and Respectfully,

(All Borrowers' Names & Signatures)
(Date)

TYPES OF HARDSHIP:

1. Financial Hardship
 - a. Unemployment or Incoming Employment Termination
 - b. Reduction of Income
 - c. Expenses exceed Income
 - d. No Rental Income (for investment properties) to support mortgage
2. Situational Hardship
 - a. Divorce
 - b. Death
 - c. Disability
 - d. Job Relocation
 - e. Military Relocation

If you have a question about your hardship, please give us a call.

Request for Transcript of Tax Return

OMB No. 1545-1872

▶ **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 quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946. 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.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	
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.	

Caution. If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your IRS transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

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. ▶ 1040

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 provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. 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 2010, filed in 2011, will not be available from the IRS until 2012. 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. 12/31/2010 12/31/2011 12/31/2012

Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved **identity theft** on your federal tax return

Caution. Do not sign this form unless all applicable lines have been completed.

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 the signature date.

	Phone number of taxpayer on line 1a or 2a
▶ Signature (see instructions)	Date
▶ Title (if line 1a above is a corporation, partnership, estate, or trust)	
▶ Spouse's signature	Date

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 that 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	Co-Borrower
<input type="checkbox"/> 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	<input type="checkbox"/> 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

**LIMITED POWER OF ATTORNEY FOR CORRECTING
TYPOGRAPHICAL ERRORS**

We, the undersigned, for and in consideration of approving the loan and/or short sale transaction involving property described as _____, do hereby appoint **ATC Financial** as our attorney-in-fact to correct any **TYPOGRAPHICAL ERRORS**, to place our initials on documents where changes are made and/or to sign our names to and acknowledge any modification or other documents correcting the typographical error. In the event this procedure is utilized, the party (ies) involved shall receive a corrected copy of the changed document.

This power of attorney shall be irrevocable until the loan, if any, is satisfied and shall survive the disability of the undersigned.

AS WITNESS our execution hereof this _____ day of _____, 20_____.

Seller (1) (printed name)

Seller (1) (signature)

Seller (2) (printed name)

Seller (2) (signature)

Buyer (1) (printed name)

Buyer (1) (signature)

Buyer (2) (printed name)

Buyer (2) (signature)

Questionnaire Addendum

1. Would you be interested in purchasing a future home within 3 years?

2. Upon completion of the short sale, would you like free information regarding credit restoration? (Yes or No)
 - a. If yes, please provide forwarding contact information below.

Forwarding Information:

Name: _____

Address: _____

City: _____

State/Zip: _____

Phone#: _____

Email: _____