



NATIONAL MORTGAGE FORGIVENESS PLAN

America's Free, Non-Governmental Foreclosure Option

858-405-5094

**** Non-Profit Lease Back Program Checklist***



Homeowner Requirements

1. **New Client Questionnaire**
2. **Uniform Borrower Assistance Form**
3. **HOA information (if applicable)**
4. **Authorization & copy of recent mortgage Statements**
5. **Copy of recent Pay Stub/ Award Letter/ Income documentation**
6. **Loan Modification Approval or Decline letter**

Listing Agent Requirements

1. **BPO / CMA**
2. **Rent Survey & Analysis**
3. **Preliminary Title Report**
4. **Listing Agreement/ Photos of the property**
5. **Completed ALT RASS form**

Brian McFedries

858-405-5094 (P)

858-630-4375 (F)

bmcfed@yahoo.com

NEW CLIENT QUESTIONNAIRE

Provided By www.saveyourhomeoptions.org

Brian McFedries (P) 858-405-5094 (F) 858-630-4375 bmcfed@yahoo.com

NOTE: ALL questions below must be answered in order to provide you and your client with the highest level of service and results.

Date: _____

BORROWER: _____ ON THE LOAN (Y) (N)

CO-BORROWER: _____ ON THE LOAN (Y) (N)

PROPERTY ADDRESS: _____

MAILING ADDRESS: _____

H () _____ C () _____ W () _____ EMAIL _____

1. HOW MANY MONTHS ARE YOU BEHIND: _____

2. WHY DID YOU STOP PAYING YOUR MORTGAGE: _____

3. Have you applied for a loan modification in the last 30 days? _____

4. HAVE YOU BEEN APPROVED FOR A TRIAL PAYMENT PLAN? (Y) (N) STATUS: _____

5. HAVE YOU RECEIVED A NOTICE OF INTENT TO ACCELERATE FORECLOSURE? (Y) (N) WHEN: _____

6. HAVE YOU RECEIVED A NOTICE OF DEFAULT? (Y) (N) WHEN: _____

7. HAVE YOU RECEIVED A NOTICE OF TRUSTEE SALE? (Y) (N) WHEN: _____

8. DO YOU WANT TO **KEEP YOUR HOUSE OR SELL** IT? (KEEP) (SELL) _____

9. WHAT TOTAL HOUSE PAYMENT ARE YOU TRYING TO RECEIVE \$ _____

10. DO YOU OWN ANY OTHER REAL ESTATE: (Y) (N) _____

11. IS THE HOME IN QUESTION YOUR PRIMARY RESIDENCE (Y) (N) STATUS: _____

12. WAS YOUR CURRENT HOME LOAN ORIGINATED BEFORE JANUARY 1ST 2009? (Y) (N)

13. HAVE YOU FILED FOR BANKRUPTCY WITHIN THE PAST 8 YEARS? (Y) (N) (CH. 7) (CH. 13) DISMISSED DATE
DISCHARGED DATE _____ CASE STILL OPEN (Y) (N)

14. WHAT DO YOU THINK YOUR HOME IS WORTH? \$ _____

15. CURRENT LOAN INFORMATION:

SERVICER _____ PRINCIPAL BAL \$ _____ PAYMENT \$ _____ INTEREST RATE @ _____% (IO) (Fix) (ARM)

TAX \$ _____ (CURRENT) (SEPARATE) (IMPOUND)

INS \$ _____ (CURRENT) (SEPARATE) (IMPOUND)

HOA \$ _____ (CURRENT) (BEHIND MO. _____)

SERVICER _____ PRINCIPAL BAL \$ _____ PAYMENT \$ _____ INTEREST RATE @ _____% (IO) (FA) (ARM)

TOTAL: \$ _____

INCOME:

CURRENT CHECKING BALANCE \$ _____ CURRENT SAVINGS BALANCE \$ _____ CASH ON HAND \$ _____

BORROWER GROSS \$ _____ (HRLY \$ _____) (SALARY \$ _____) (W2) (1099)

CO-BORROWER GROSS \$ _____ (HRLY \$ _____) (SALARY \$ _____) (W2) (1099)

OTHER \$ _____ FROM: _____

OTHER \$ _____ FROM: _____

TOTAL MONTHLY GROSS \$ _____

* This form is used by Save Your Home Option & National Mortgage Forgiveness Plan to help create an initial analysis of your situation. We also forward this information to a couple Non- Profit agencies to help determine qualification, but only at your request. It is strictly voluntary and we do not sell or share information.

UNIFORM BORROWER ASSISTANCE FORM

If you are experiencing a temporary or long-term hardship and need help, you must complete and submit this form along with other required documentation to be considered for available solutions. On this page, you must disclose information about (1) you and your intentions to either keep or transition out of your home; (2) the property's status; (3) real estate taxes; (4) homeowner's insurance premiums; (5) bankruptcy; (6) your credit counseling agency, and (7) other liens, if any, on your property.

On Page 2 you must disclose information about all of your income, expenses and assets. Page 2 also lists the required income documentation that you must submit in support of your request for assistance. Then on Page 3, you must complete the Hardship Affidavit in which you disclose the nature of your hardship. The Hardship Affidavit informs you of the required documentation that you must submit in support of your hardship claim.

NOTICE: In addition, when you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this Borrower Assistance Form is accurate and truthful and any identified hardship has contributed to your submission of this request for mortgage relief.

REMINDER: The Borrower Response Package you need to return consists of: (1) this completed, signed and dated Borrower Assistance Form; (2) completed and signed IRS Form 4506T-EZ; (3) required income documentation, and (4) required hardship documentation.

Loan I.D. Number _____ (usually found on your monthly mortgage statement)

I want to: ☐ Keep the Property ☐ Sell the Property

The property is currently: ☐ My Primary Residence ☐ A Second Home ☐ An Investment Property

The property is currently: ☐ Owner Occupied ☐ Renter occupied ☐ Vacant

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	
MAILING ADDRESS			
PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME)		EMAIL ADDRESS	
<p>Is the property listed for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what was the listing date? _____ If property has been listed for sale, have you received an offer on the property? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of offer: _____ Amount of Offer: \$ _____ Agent's Name: _____ Agent's Phone Number: _____ For Sale by Owner? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Have you contacted a credit-counseling agency for help? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please complete the counselor contact information below: Counselor's Name: _____ Agency's Name: _____ Counselor's Phone Number: _____ Counselor's Email Address: _____</p>	
<p>Do you have condominium or homeowner association (HOA) fees? <input type="checkbox"/> Yes <input type="checkbox"/> No Total monthly amount: \$ _____ Name and address that fees are paid to: _____</p>			
<p>Have you filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Filing Date: _____ Bankruptcy case number: _____</p>	

UNIFORM BORROWER ASSISTANCE FORM

Monthly Household Income		Monthly Household Expenses/Debt		Household Assets (associated with the property and/or borrower(s))	
Monthly Gross wages	\$	First Mortgage Payment	\$	Checking Account(s)	\$
Overtime	\$	Second Mortgage Payment	\$	Checking Account(s)	\$
Child Support / Alimony*	\$	Homeowner's Insurance	\$	Savings / Money Market	\$
Non-taxable social security/SSDI	\$	Property Taxes	\$	CDs	\$
Taxable SS benefits or other monthly income from 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	\$	Car Lease Payments	\$	Other Real Estate (estimated value)	\$
Unemployment Income	\$	HOA/Condo Fees/Property Maintenance	\$	Other _____	\$
Food Stamps/Welfare	\$	Mortgage Payments on other properties	\$		\$
Other _____	\$	Other _____	\$		\$
Total (Gross income)	\$	Total Debt/Expenses	\$	Total Assets	\$

*Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.

Lien Holder's Name	Balance / Interest Rate	Loan Number
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Required Income Documentation

<input type="checkbox"/> Do you earn a wage? For each borrower who is a salaried employee or hourly wage earner, include the most recent pay stub that reflects at least 30 days of year-to-date earnings for each borrower.	<input type="checkbox"/> Are you self-employed? For each borrower who receives self-employed income, include a complete, signed individual federal income tax return and, as applicable, the business tax return; AND either the most recent signed and dated quarterly or year-to-date profit/loss statement that reflects activity for the most recent three months; OR copies of bank statements for the business account for the last two months evidencing continuation of business activity
<input type="checkbox"/> Do you have any additional sources of income? Provide for each borrower as applicable: "Other Earned Income" such as bonuses, commissions, housing allowance, tips, or overtime: <input type="checkbox"/> Reliable third-party documentation describing the amount and nature of the income (e.g., employment contract or printouts documenting tip income). Social Security, disability or death benefits, pension, public assistance, or adoption assistance: <input type="checkbox"/> Documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider, and <input type="checkbox"/> Documentation showing the receipt of payment, such as copies of the two most recent bank statements showing deposit amounts. Rental income: <input type="checkbox"/> Copy of the most recent filed federal tax return with all schedules, including Schedule E—Supplement Income and Loss. Rental income for qualifying purposes will be 75% of the gross rent reduced by the monthly debt service on the property, if applicable; or <input type="checkbox"/> If rental income is not reported on Schedule E – Supplemental Income and Loss, provide a copy of the current lease agreement with either bank statements or cancelled rent checks demonstrating receipt of rent. Investment income: <input type="checkbox"/> Copies of the two most recent investment statements or bank statements supporting receipt of this income. Alimony, child support, or separation maintenance payments as qualifying income:* <input type="checkbox"/> Copy of divorce decree, separation agreement, or other written legal agreement filed with a court, or court decree that states the amount of the alimony, child support, or separation maintenance payments and the period of time over which the payments will be received, and <input type="checkbox"/> Copies of your two most recent bank statements or other third-party documents showing receipt of payment. *Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.	

HARDSHIP AFFIDAVIT

(provide a written explanation with this request describing the specific nature of your hardship)

I am requesting review of my current financial situation to determine whether I qualify for temporary or permanent mortgage relief options.

Date Hardship Began is: _____

I believe that my situation is:

- ☐ Short-term (under 6 months)
☐ Medium-term (6 – 12 months)
☐ Long-term or Permanent Hardship (greater than 12 months)

I am having difficulty making my monthly payment because of reasons set forth below:

(Please check all that apply and submit required documentation demonstrating your hardship)

If Your Hardship is:	Then the Required Hardship Documentation is:
<input type="checkbox"/> Unemployment	<input type="checkbox"/> No hardship documentation required
<input type="checkbox"/> Underemployment	<input type="checkbox"/> No hardship documentation required, as long as you have submitted the income documentation that supports the income described in the Required Income Documentation section above
<input type="checkbox"/> Income reduction (e.g., elimination of overtime, reduction in regular working hours, or a reduction in base pay)	<input type="checkbox"/> No hardship documentation required, as long as you have submitted the income documentation that supports the income described in the Required Income Documentation section above
<input type="checkbox"/> Divorce or legal separation; Separation of Borrowers unrelated by marriage, civil union or similar domestic partnership under applicable law	<input type="checkbox"/> Divorce decree signed by the court; OR <input type="checkbox"/> Separation agreement signed by the court; OR <input type="checkbox"/> Current credit report evidencing divorce, separation, or non-occupying borrower has a different address; OR <input type="checkbox"/> Recorded quitclaim deed evidencing that the non-occupying Borrower or co-Borrower has relinquished all rights to the property
<input type="checkbox"/> Death of a borrower or death of either the primary or secondary wage earner in the household	<input type="checkbox"/> Death certificate; OR <input type="checkbox"/> Obituary or newspaper article reporting the death
<input type="checkbox"/> Long-term or permanent disability; Serious illness of a borrower/co-borrower or dependent family member	<input type="checkbox"/> Doctor's certificate of illness or disability; OR <input type="checkbox"/> Medical bills; OR <input type="checkbox"/> Proof of monthly insurance benefits or government assistance (if applicable)
<input type="checkbox"/> Disaster (natural or man-made) adversely impacting the property or Borrower's place of employment	<input type="checkbox"/> Insurance claim; OR <input type="checkbox"/> Federal Emergency Management Agency grant or Small Business Administration loan; OR <input type="checkbox"/> Borrower or Employer property located in a federally declared disaster area
<input type="checkbox"/> Distant employment transfer	<input type="checkbox"/> No hardship documentation required
<input type="checkbox"/> Business Failure	<input type="checkbox"/> Tax return from the previous year (including all schedules) AND <input type="checkbox"/> Proof of business failure supported by one of the following: <ul style="list-style-type: none"> • Bankruptcy filing for the business; or • Two months recent bank statements for the business account evidencing cessation of business activity; or • Most recent signed and dated quarterly or year-to-date profit and loss statement

Borrower/Co-Borrower Acknowledgement and Agreement

1. I certify that all of the information in this Borrower Assistance Form is truthful and the hardship(s) identified above has contributed to submission of this request for mortgage relief.
2. I understand and acknowledge that the Servicer, owner or guarantor of my mortgage, or their agent(s) may investigate the accuracy of my statements, may require me to provide additional supporting documentation, and that knowingly submitting false information may violate Federal and other applicable law.
3. I understand the Servicer will obtain 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 request for mortgage relief or if I do not provide all required documentation, the Servicer may cancel any mortgage relief granted and may pursue foreclosure on my home and/or pursue any available legal remedies.
5. I certify that my property has not received a condemnation notice.
6. I certify that I am willing to provide all requested documents and to respond to all Servicer communications in a timely manner. I understand that time is of the essence.
7. I understand that the Servicer will use this information to evaluate my eligibility for available relief options and foreclosure alternatives, but the Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
8. If I am eligible for a trial period plan, repayment plan, or forbearance plan, and I accept and agree to all terms of such plan, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such plan by reference as if set forth in such plan in full. My first timely payment following my Servicer's determination and notification of my eligibility or prequalification for a trial period plan, repayment plan, or forbearance plan (when applicable) will serve as acceptance of the terms set forth in the notice sent to me that sets forth the terms and conditions of the trial period plan, repayment plan, or forbearance plan.
9. I agree that when the Servicer accepts and posts a payment during the term of any repayment plan, trial period plan, or forbearance plan it will be without prejudice to, and will not be deemed a waiver of, the acceleration of my loan or foreclosure action and related activities and shall not constitute a cure of my default under my loan unless such payments are sufficient to completely cure my entire default under my loan.
10. I agree that any prior waiver as to my payment of escrow items to the Servicer in connection with my loan has been revoked.
11. If I qualify for and enter into a repayment plan, forbearance plan, and trial period plan, I agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on my loan.
12. I understand that the Servicer will collect and record personal information that I submit in this Borrower Response Package and during the evaluation process, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, and information about my account balances and activity. I understand and consent to the Servicer's disclosure of my personal information and the terms of any relief or foreclosure alternative that I receive to any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) or to any HUD-certified housing counselor.
13. If I am eligible for foreclosure prevention relief under the federal Making Home Affordable Program, I understand and consent to the disclosure of my personal information and the terms of any Making Home Affordable Agreement by the 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, and (c) companies that perform support services in conjunction with Making Home Affordable.
14. I consent to being contacted concerning this request for mortgage assistance at any cellular or mobile telephone number I have provided to the Lender. This includes text messages and telephone calls to my cellular or mobile telephone.

Borrower Signature

Date

Co-Borrower Signature

Date

HOA Information

If Applicable

Are you currently delinquent on the Home Owner Association? ☐ Yes ☐ No ☐ N/A

If yes, please provide amount \$ _____

HOA Company _____

Phone Number _____

Association/Complex Name _____

HOA Fee

\$ _____

☐ Monthly ☐ Yearly

HOA includes (check all that applies):

- | | |
|-----------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Cable/TV services | <input type="checkbox"/> Electricity |
| <input type="checkbox"/> Common area maintenance | <input type="checkbox"/> Exterior |
| <input type="checkbox"/> Exterior bldg. maintenance | <input type="checkbox"/> Gas |
| <input type="checkbox"/> Gated community | <input type="checkbox"/> Hot water |
| <input type="checkbox"/> Limited insurance propane | <input type="checkbox"/> Sewer |
| <input type="checkbox"/> Roof maintenance | <input type="checkbox"/> Termite |
| <input type="checkbox"/> Trash/pickup | |

Other fees (if applicable):

Does the property have any other fees? ☐ Yes ☐ No ☐ N/A

Other fees known: \$ _____ ☐ Monthly ☐ Yearly

Type of other fee (check all that applies):

- | | |
|-----------------------------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Community/master home owner fees | <input type="checkbox"/> Security guard |
| <input type="checkbox"/> Home owner assessments | <input type="checkbox"/> Security gate |
| <input type="checkbox"/> Club fees boat | <input type="checkbox"/> Equestrian |

Does the property have a Mello-Roos? ☐ Yes ☐ No ☐ N/A

CDF/Mello-Roos: \$ _____

CDF/Mello-Roos payment reflects: ☐ Monthly ☐ Yearly



First Choice Solutions/Lenders Realty
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AUTHORIZATION FORM

I authorize the following parties to speak on our behalf regarding any and all information whether written or verbal for the purpose of loan modification, short sale or any loss mitigation matter.

Brian McFedries, Fermin Perez, Heather Bayes (Par Escrow) Jordan Diaz, May Por (Barringer Escrow)

Lender (1): _____ Loan#: _____

Lender (2): _____ Loan # _____

Seller: _____ SS#XXX-XX-_____
Name as it appears on the loan

_____ SS#XXX-XX-_____
Name as it appears on the loan

Property Address: _____

City: _____ **State:** _____ **Zip:** _____

Signature _____

Date _____

Signature _____

Date _____

This is an EXAMPLE of a form we send to your Lender for approval

[Name of Servicer] Chase
[Address of Servicer]

[Loan #] 5555444444
[Servicer FAX]
[Servicer Email]

[Name of Borrower]
[Name of Co-Borrower]
[Address of Borrower]

[Borrower Phone]
[Borrower Email]

[Date]

RE: **Request for Approval of a Short Sale to a Non-Profit Organization**

You have taken an important step toward selling your home and avoiding foreclosure by participating in the federal government's **Home Affordable Foreclosure Alternatives** (HAFA) Program. This letter is a Request for Approval of a Short Sale and contains important information.

Read the following pages carefully and complete, sign and return the Terms and Conditions.

If you have not previously contacted us regarding eligibility for a loan modification, you should consider this alternative. Under the Home Affordable Modification Program (HAMP), you may qualify for a modification with affordable and sustainable monthly payments that would allow you to keep your home. Please contact us by *[insert date 14 calendar days from date of this request]* if you wish to be considered for a loan modification.

If you have questions, please contact us directly between the hours of [insert hours] at [insert toll free number.]

Sincerely,

[Servicer Name]

The borrower and co-borrower, if applicable ("Borrower" or "you"), of the above loan contacted the Servicer ("Servicer" or "we") because your mortgage payments are no longer affordable and you would like to avoid foreclosure. You have received a purchase offer from a non-profit organization that has agreed to allow you to continue to occupy the property after closing. However, the sale proceeds may not be sufficient to pay off the loan. This is a Request for Approval of a Short Sale ("Request") of the subject property, the net sale proceeds from which we agree to accept as the payoff of the mortgage loan even though the proceeds are expected to be less than the full amount due.

Short Sale Program—Terms and Conditions of the Request are as follows:

1. Allowable Costs that May be Deducted from Gross Sale Proceeds

- a. **Closing Costs.** The closing costs paid by you or on your behalf as seller must be reasonable and customary for the market. [Choose one and delete unnecessary text.] [Acceptable closing costs, including the commission, which may be deducted from the gross sale proceeds may not exceed \$ _____.] OR [Acceptable closing costs, including the commission, which may be deducted from the gross sale proceeds may not exceed ____% of the list price.] OR [Closing costs which may be deducted from the gross sale proceeds are limited to title search and escrow expenses usually paid by the seller; reasonable settlement escrow/attorney's fees; transfer taxes and recording fees usually paid by the seller; termite inspection and treatment as required by law or custom; pro-rated real property taxes; and, negotiated real estate commissions not to exceed six percent (6%) of the contract sales price [add other closing costs that may be included].]
- b. **Subordinate Liens.** We will allow a total of up to (i) *[insert the lesser of \$8,500 or maximum amount allowable by investor]* to pay subordinate mortgage lien holders to release their mortgage liens and (ii) *[choose one as applicable]* [\$ _____] OR [_____% of the gross sale proceeds] *[insert amount or percentage, as applicable and as determined by servicer]* to pay subordinate non-mortgage lien holders to release their non-mortgage liens, in each case to be deducted from gross sale proceeds. We require each subordinate lien holder to release you from personal liability for the loans in order for the sale to qualify for this program, but we do not take any responsibility for ensuring that the lien holders do not seek to enforce personal liability against you. Therefore, we recommend that you take steps to satisfy yourself that the subordinate lien holders release you from personal liability.
- c. *[Insert only if applicable:]* **Real Estate Commissions.** We will allow to be paid from sale proceeds, real estate commissions as stated in the listing agreement between you and your broker, not to exceed six percent (6%) of the contract sales price, to be paid to the listing and selling brokers involved in the transaction. Neither you nor the buyer may receive a commission. Any commission that would otherwise be paid to you or the buyer must be reduced from the commission due on sale. [Insert if applicable: Please note: We have retained a vendor to assist your listing broker with the sale. The vendor and your listing broker will work together on your behalf to facilitate the sale process. Vendor fees or charges will not be charged to you and will not be deducted from the real estate commission. Additionally, any outsourcing firm or third party retained as an agent for us may not charge (either directly or indirectly) any outsourcing fee, short sale negotiation fee, or similar fee in connection with the short sale.]
- d. **Relocation Assistance:** You acknowledge that no relocation assistance will be paid as you will not be required to vacate the property as a condition of the sale.

2. **Property Maintenance and Expenses.** You are responsible for all property maintenance and expenses of your home until the closing of an approved short sale, including utilities, assessments, association dues, and costs for interior and exterior maintenance. Additionally, you must report any and all property damage to us and file a hazard insurance claim for covered damage. Unless insurance proceeds are used to pay for repairs or personal property losses, we may require that they be applied to reduce the mortgage debt.

Program Terms And Conditions



3. *[Insert only if applicable:]* **Partial Mortgage Payments.** Beginning on _____ 1, 20____, you will be required to make partial mortgage payments of \$_____ by the first day of each month during the term of the Request and pending transfer of property ownership. You are legally obligated to make the full amount of your current monthly mortgage payments. However, we will accept this reduced partial payment until the house is sold or this Agreement expires. The partial mortgage payments do not constitute a modification of your mortgage.
4. **Parties to the Sale.** The Sales Contract must include the following clauses: "Seller and Buyer each represent that the Seller and Buyer are unrelated to each other by family, marriage or commercial enterprise."
5. **Foreclosure Sale Suspension.** We may initiate or continue the foreclosure process as permitted by the mortgage documents; however, we will suspend any foreclosure sale date until the expiration date of this Request or the date of closing of an approved short sale, whichever is later, provided that you abide by its terms and conditions.
6. **Satisfaction and Release of Liability.** If all of the terms and conditions of this Request are met, upon sale and settlement of the property, we will prepare and send to the settlement agent for recording, a lien release in full satisfaction of the mortgage, foregoing all rights to pursue a deficiency judgment.
7. *[Insert only if applicable:]* **Mortgage Insurer or Guarantor Approval.** The terms and conditions of the purchase contract are subject to the written approval of the mortgage insurer or guarantor.
8. **Termination of This Request.** Unless otherwise agreed by the parties, this Request will terminate on [insert date] if the sale does not close. This Request may be terminated earlier if:
- You fail to provide all the required documents listed herein.
 - Your financial situation improves significantly, you qualify for a modification, you bring the account current or you pay off the mortgage in full.
 - You or your broker fails to act in good faith in closing on the sale of the property or otherwise fails to abide by the terms of this Request.
 - A significant change occurs to the property condition or value.
 - There is evidence of fraud or misrepresentation.
 - You file for bankruptcy and the Bankruptcy Court declines to approve the Request.
 - Litigation is initiated or threatened that could affect title to the property or interfere with a valid conveyance.
 - [Insert only if applicable:]* You do not make the payments required under this Request.
9. **Settlement of a Debt.** The proposed transaction represents the Servicer's attempt to reach a settlement of the delinquent mortgage. You are choosing to enter into this transaction even though there is no guarantee that the transaction will be successful. In the event this transaction is unsuccessful, the Servicer may exercise all remedies under the mortgage, including foreclosure.
10. *[Insert if applicable]* **Existing Short Sale Agreement.** Borrower and Servicer hereby cancel the existing Short Sale Agreement dated _____.

Under penalty of perjury, you certify that:

- the sale of the property is between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- neither you nor the Buyer will receive any funds or commissions from the sale of the property; and
- there are no agreements or offers relating to the sale or subsequent sale of the property that have not been disclosed to the Servicer.

Terms of Sale [All blanks to be completed by Borrower]:

1. Contract Sales Price	\$	6. Closing Date:
2. Less Total Allowable Closing Costs	\$	7. Approved Buyer(s):
a. Commissions	\$	
b. Settlement Escrow/Attorney Fees	\$	
c. Seller's Title and Escrow Fees	\$	8. Settlement Agent:
d. Subordinate Lien Payoff	\$	
e. Transfer taxes/stamps/recording fees	\$	
f. Real Property Taxes	\$	9. Settlement Agent's Address:
g. Termite Inspection/Repair	\$	
h. Other (attach explanation)	\$	
3. Net Proceeds to Servicer	\$	
4. Earnest Money Deposit	\$	10. Settlement Agent's Office Phone:
5. Down Payment	\$	11. Settlement Agent's Office Fax:

As required by the Short Sale Program, copies of the following documents are attached:

- ☐ Signed Request;
- ☐ Copy of a signed listing agreement with a real estate broker, if applicable;
- ☐ Executed copy of the sales contract and all addenda;
- ☐ Buyer's documentation of funds or Buyer's pre-approval or commitment letter on letterhead from a lender;
- ☐ Information about other liens secured by the subject property such as home-equity loans;
- ☐ Completed Hardship Affidavit and Dodd-Frank Certification signed by the borrower if not previously provided.

Servicer must have these documents no later than *[insert date 14 calendar days from date of this request]* or we will not be able to respond to this request. Please send us these documents at the following address: *[insert servicer address]*.

By signing below, I/we agree to all the stated terms and conditions of the Request. I/we represent that the information provided in this Request is true and accurate and authorize the Servicer to disclose to the U.S. Department of the Treasury or other government agency, Fannie Mae and/or Freddie Mac any information provided in connection with the Making Home Affordable program.

Borrower Signature	Date	Co- Borrower Signature	Date
Printed Name		Printed Name	

If you would like to speak with a counselor about this program, call the Homeowner's **HOPE™ Hotline 1-888-995-HOPE (4673)**. The Homeowner's HOPE™ Hotline offers free HUD-certified counseling services and is available 24/7 in English and Spanish. Other languages are available by appointment.

If you have questions, please contact us directly between the hours of [insert hours] at [insert toll free number.]

NOTICE TO BORROWER

Be advised that by signing this document you understand that any documents and information you submit to your servicer in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided to Lender in connection with the Making Home Affordable Program, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sigtar.gov. Mail can be sent Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.

