



Dear Homeowner,

If you have received this package, you are most likely experiencing a financial hardship and are considering short selling your home or investment property. First National Title and Escrow specializes in negotiating short sales between homeowners and their lenders. It is important to understand that we cannot negotiate a successful resolution without the cooperation of you, the homeowner. Occasionally, throughout the process, we will be instructed by the lender to request updated or additional documentation and information from you to fulfill the requirements of the lender or other parties associated with the mortgage holder. The key to a speedy resolution is to provide this additional documentation in a timely fashion.

If there will be an unexpected delay in obtaining the requested documents and/or information, please inform your realtor or our office so that we can keep the lender informed and so that we can schedule a follow up on the expected dates. Also, please keep in mind that not all of the documentation will be reviewed by the same person in your lenders short sale department so this often causes additional delays in processing your short sale. Each day that we don't submit a requested document to the lender is the equivalent of a three (3) day delay so it's imperative that documents are received by our office and forwarded to your lender in a timely fashion. Below is a list of tips to avoid common delays in a short sale. Thank you for putting your trust in First National Title & Escrow. We look forward to working with you in successfully negotiating your short sale.

First National Title & Escrow Staff

*Tips:*

- Ensure all forms are completed, signed and dated prior to sending (if required)*
- Ensure your federal tax return are signed and dated on page 2 prior to sending*
- Include supporting documentation i.e. death certificates, medical summaries, divorce decrees*
- Save all bank statements and paystubs and be prepared to update monthly*
- Provide any requested documents and information within 24 hours of request or call*
- If you receive rent on the subject property, put the rent money aside (if possible)*
- On all documents requiring signature(s), please be sure to print and sign your name exactly as it appears on the mortgage*



## **SHORTSALE DOCUMENT CHECKLIST**

### SELLERS:

- Last 2 yrs. Signed federal tax returns with all w – 2's and schedules (include extension if applicable)
- Signed YTD profit and loss statement (self-employed only)
- Unemployment letter if applicable
- Last 30 days paystubs
- Last 60 days bank, investment, 401k statements (No online printouts permitted)
- Hardship details/summary of hardship. (See bottom of Borrower info sheet))
- Supporting documentation for hardship i.e. medical bills, divorce decree.
- Most recent mortgage statement(s)
- Closing package from last mortgage written on the subject property (if available)
- Last 60 days utility bills/incl. water and sewer bill if municipal/ not if well or septic

### AGENTS:

- Listing agreement (completed, signed and dated)
- MLS printout on the subject property (closed sales only)
- 3 supporting comps for subject property (closed sales only)
- Listing and showing history for subject property
- Fully executed Purchase and Sales agreement
- Buyer's pre-approval or proof of funds is cash sale (dated within last 30 days)

**All documents should be emailed in PDF form to [shortsales@firstnte.com](mailto:shortsales@firstnte.com) or faxed to 401-519-6622. File will not be submitted to lender if not complete. Email us if you have any questions.**



**FIRST NATIONAL**  
TITLE AND ESCROW

**The Law Office of Stephen P. Patti**

494 Broadway Newport, RI 02840 – Telephone (401) 253-0101 – Fax (401) 519-6622 – Email: [shortsales@firstnte.com](mailto:shortsales@firstnte.com)

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Date \_\_\_\_\_

I \_\_\_\_\_,  
(NAME OF CLIENT)

Of \_\_\_\_\_, CITY OF \_\_\_\_\_,  
(PROPERTY ADDRESS)

STATE OF \_\_\_\_\_, ZIPCODE \_\_\_\_\_,

HEREBY AUTHORIZE ANY REPRESENTATIVE FROM \_\_\_\_\_,  
(LENDING INSTITUTION)

TO DISCUSS MY ACCOUNT # \_\_\_\_\_

WITH STEPHEN P. PATTI, RYAN BOUGHTON OR CHRISTINE RODRIGUES FROM FIRST NATIONAL TITLE & ESCROW AND/OR THE LAW OFFICE OF STEPHEN P. PATTI and/or ANY THIRD PARTY IT SO DESIGNATES.

\_\_\_\_\_  
SIGNATURE – PRIMARY ACCOUNT HOLER SS# (Last four only) \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE – SECONDARY ACCOUNT HOLER SS# (Last four only) \_\_\_\_\_



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**BORROWER INFORMATION:**

|  |                               |                              |  |                         |  |            |  |
|--|-------------------------------|------------------------------|--|-------------------------|--|------------|--|
| Property Address:  |                               |                              |  | City/State/Zip:         |  |            |  |
| Borrower/Owner #1:   |                               |                              |  | Borrower/Owner #2:      |  |            |  |
| Address:   |                               |                              |  | Address:                |  |            |  |
| City/State/Zip:  |                               |                              |  | City/State/Zip:         |  |            |  |
| Phone:   |                               | Email:                       |  | Phone:                  |  | Email:     |  |
| Bankruptcy:  | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |  |                         |  |            |  |
| Borrower/Owner #3:   |                               |                              |  | Borrower/Owner #1:      |  |            |  |
| Address:   |                               |                              |  | Address:                |  |            |  |
| City/State/Zip:  |                               |                              |  | City/State/Zip:         |  |            |  |
| Phone:   |                               | Email:                       |  | Phone:                  |  | Email:     |  |
| Bankruptcy:  | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |  |                         |  |            |  |
| Mortgage #1:   |                               |                              |  | Mortgage #2:            |  |            |  |
| Account #:   |                               |                              |  | Account #:              |  |            |  |
| Estimated Balance:   |                               | Arrearage?                   |  | Estimated Balance:      |  | Arrearage? |  |
| Phone Number:  |                               |                              |  | Phone Number:           |  |            |  |
| HOA Name:  |                               |                              |  | Additional Lienholder:  |  |            |  |
| Account #:   |                               |                              |  | Account #:              |  |            |  |
| Balance:   |                               | Arrearage?                   |  | Est. Balance:           |  | Arrearage? |  |
| Phone #:   |                               |                              |  | Phone #:                |  |            |  |
| Water Balance:   |                               |                              |  | Additional Attachments: |  |            |  |
| Sewer Balance:   |                               |                              |  | Additional Attachments: |  |            |  |
| Additional Assessments:  |                               | Balance:                     |  | Additional Attachments: |  |            |  |
| Code Violations:   |                               |                              |  | Additional Attachments: |  |            |  |
| Additional Attachments:  |                               |                              |  | Additional Attachments: |  |            |  |
| <b><u>HARDSHIP SUMMARY/EVENTS (INCLUDE DATES IF POSSIBLE):</u></b> |                               |                              |  |                         |  |            |  |
|  |                               |                              |  |                         |  |            |  |
|  |                               |                              |  |                         |  |            |  |
|  |                               |                              |  |                         |  |            |  |
|  |                               |                              |  |                         |  |            |  |



## UNIFORM BORROWER ASSISTANCE FORM

| Monthly Household Income   |           | Monthly Household Expenses and Debt Payments                         |           | Household Assets (associated with the property and/or borrower(s) excluding retirement funds) |           |
|--|-----------|--|-----------|---|-----------|
| 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  | \$        |   | \$        |
| <b>Total (Gross income)</b>  | <b>\$</b> | <b>Total Household Expenses and Debt Payments</b>                    | <b>\$</b> | <b>Total Assets</b>   | <b>\$</b> |

Any other liens (mortgage liens, mechanics liens, tax liens, etc.)

| Lien Holder's Name | Balance and Interest Rate | Loan Number | Lien Holder's Phone Number |
|--------------------|---------------------------|-------------|----------------------------|
|                    |                           |             |                            |
|                    |                           |             |                            |
|                    |                           |             |                            |

### Required Income Documentation

- Do you earn a salary or hourly wage?**  
For each borrower who is a salaried employee or paid by the hour, include paystub(s) reflecting the most recent 30 days' earnings and documentation reflecting year-to-date earnings, if not reported on the paystubs (e.g. signed letter or printout from employer).
- 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.
- 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:**  
 Reliable third-party documentation describing the amount and nature of the income (e.g., paystub, employment contract or printouts documenting tip income).  
**Social Security, disability or death benefits, pension, public assistance, or adoption assistance:**  
 Documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider, and  
 Documentation showing the receipt of payment, such as copies of the two most recent bank statements showing deposit amounts.  
**Rental income:**  
 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 you reported reduced by the monthly debt service on the property, if applicable; or  
 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:**  
 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:\***  
 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  
 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.**

# UNIFORM BORROWER ASSISTANCE FORM

## HARDSHIP AFFIDAVIT

I am requesting review of my current financial situation to determine whether I qualify for temporary or permanent mortgage loan 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 reason set forth below:**

*(Please check the primary reason and submit required documentation demonstrating your primary 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"/> Reduction in Income: a hardship that has caused a decrease in your income due to circumstances outside your control (e.g., elimination of overtime, reduction in regular working hours, a reduction in base pay) | <input type="checkbox"/> No hardship documentation required  |
| <input type="checkbox"/> Increase in Housing Expenses: a hardship that has caused an increase in your housing expenses due to circumstances outside your control  | <input type="checkbox"/> No hardship documentation required  |
| <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<br><input type="checkbox"/> Separation agreement signed by the court; OR<br><input type="checkbox"/> Current credit report evidencing divorce, separation, or non-occupying borrower has a different address; OR<br><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<br><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"/> Proof of monthly insurance benefits or government assistance (if applicable); OR<br><input type="checkbox"/> Written statement or other documentation verifying disability or illness; OR<br><input type="checkbox"/> Doctor's certificate of illness or disability; OR<br><input type="checkbox"/> Medical bills<br>None of the above shall require providing detailed medical information.  |
| <input type="checkbox"/> Disaster (natural or man-made) adversely impacting the property or Borrower's place of employment  | <input type="checkbox"/> Insurance claim; OR<br><input type="checkbox"/> Federal Emergency Management Agency grant or Small Business Administration loan; OR<br><input type="checkbox"/> Borrower or Employer property located in a federally declared disaster area   |
| <input type="checkbox"/> Distant employment transfer / Relocation   | <p><b>For active duty service members:</b> Notice of Permanent Change of Station (PCS) or actual PCS orders.</p> <p><b>For employment transfers/new employment:</b></p> <input type="checkbox"/> Copy of signed offer letter or notice from employer showing transfer to a new employment location; OR<br><input type="checkbox"/> Pay stub from new employer; OR<br><input type="checkbox"/> If none of these apply, provide written explanation<br>In addition to the above, documentation that reflects the amount of any relocation assistance provided, if applicable (not required for those with PCS orders). |
| <input type="checkbox"/> Business Failure   | <input type="checkbox"/> Tax return from the previous year (including all schedules) AND<br><input type="checkbox"/> Proof of business failure supported by one of the following: <ul style="list-style-type: none"> <li><input type="checkbox"/> Bankruptcy filing for the business; OR</li> <li><input type="checkbox"/> Two months recent bank statements for the business account evidencing cessation of business activity; OR</li> <li><input type="checkbox"/> Most recent signed and dated quarterly or year-to-date profit and loss statement</li> </ul>  |
| <input type="checkbox"/> Other: a hardship that is not covered above  | <input type="checkbox"/> Written explanation describing the details of the hardship and relevant documentation   |

**Borrower/Co-Borrower Acknowledgement and Agreement**

I certify, acknowledge, and agree to the following:

1. All of the information in this Borrower Assistance Form is truthful and the hardship that I have identified contributed to my need for mortgage relief.
2. The accuracy of my statements may be reviewed by the Servicer, owner or guarantor of my mortgage, their agent(s), or an authorized third party\*, and I may be required to provide additional supporting documentation. I will provide all requested documents and will respond timely to all Servicer, or authorized third party\*, communications.
3. Knowingly submitting false information may violate Federal and other applicable law.
4. 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. 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.
6. I may be eligible for a trial period plan, repayment plan, or forbearance plan. If I am eligible for one of these plans, I agree that:
  - a. All the terms of this Acknowledgment and Agreement are incorporated into such plan by reference as if set forth in such plan in full.
  - b. My first timely payment under the plan will serve as acceptance of the terms set forth in the notice of the plan sent by the Servicer.
  - c. The Servicer’s acceptance of any payments under the plan will not be a waiver of any acceleration of my loan or foreclosure action that has occurred and will not cure my default unless such payments are sufficient to completely cure my entire default under my loan.
  - d. Payments due under a trial period plan for a modification will contain escrow amounts. If I was not previously required to pay escrow amounts, and my trial period plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior waiver is revoked. Payments due under a repayment plan or forbearance plan may or may not contain escrow amounts. If I was not previously required to pay escrow amounts and my repayment plan or forbearance plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior escrow waiver is revoked.
7. A condemnation notice has not been issued for the property.
8. The Servicer or authorized third party\* will obtain a current credit report on all borrowers obligated on the Note.
9. The Servicer or authorized third party\* will collect and record personal information that I submit in this Borrower Response Package and during the evaluation process. This personal information may include, but is not limited to: (a) my name, address, telephone number, (b) my social security number, (c) my credit score, (d) my income, and (e) my payment history and information about my account balances and activity. I understand and consent to the Servicer or authorized third party\*, as well as any investor or guarantor (such as Fannie Mae or Freddie Mac), disclosing my personal information and the terms of any relief or foreclosure alternative that I receive to the following:
  - a. Any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) or any companies that perform support services to them; and
  - b. The U.S. Department of Treasury, Fannie Mae and Freddie Mac, in conjunction with their responsibilities under the Making Home Affordable program, or any companies that perform support services to them.
10. I consent to being contacted concerning this request for mortgage assistance at any telephone number, including mobile telephone number, or email address I have provided to the Lender/Servicer/ or authorized third party\*. By checking this box, I also consent to being contacted by  text messaging.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\*An authorized third party may include, but is not limited to, a counseling agency, Housing Finance Agency (HFA) or other similar entity that is assisting me in obtaining a foreclosure prevention alternative.





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**MONTHLY EXPENSES**

| <b>CATEGORY</b>                           | <b>DESCRIPTION</b> | <b>MONTHLY PAYMENT</b> | <b>BALANCE DUE</b> | <b>ESTIMATED VALUE</b> | <b>Past Due Y/N</b> | <b>If Yes, # of months</b> |
|---|--------------------|------------------------|--------------------|------------------------|---------------------|----------------------------|
| <b>Subject Property</b>                   | First Mortgage     | \$                     | \$                 | \$                     |                     |                            |
|   | Second Mortgage    |                        |                    |                        |                     |                            |
| <b>Other Properties</b>                   | Other mortgage     |                        |                    |                        |                     |                            |
|   | Rent Paid          |                        |                    |                        |                     |                            |
| <b>Dues</b>                               | HOA                |                        |                    |                        |                     |                            |
| <b>Automobile</b>                         | AUTO 1/Lease       |                        |                    |                        |                     |                            |
|   | AUTO 2/Lease       |                        |                    |                        |                     |                            |
|   | Gasoline           |                        |                    |                        |                     |                            |
|   | Maintenance        |                        |                    |                        |                     |                            |
|   | Insurance          |                        |                    |                        |                     |                            |
| <b>Other Loans</b>                        | Student Loan (s)   |                        |                    |                        |                     |                            |
|   | Finance Company    |                        |                    |                        |                     |                            |
|   | Installment        |                        |                    |                        |                     |                            |
| <b>Credit Cards</b>                       | VISA               |                        |                    |                        |                     |                            |
|   | MASTERCARD         |                        |                    |                        |                     |                            |
|   | DISCOVER           |                        |                    |                        |                     |                            |
|   | Other:             |                        |                    |                        |                     |                            |
|   | Other:             |                        |                    |                        |                     |                            |
| <b>Utilities</b>                          | Electrical/Heating |                        |                    |                        |                     |                            |
|   | Water/Sewer/Trash  |                        |                    |                        |                     |                            |
|   | Telephone          |                        |                    |                        |                     |                            |
|   | Cable              |                        |                    |                        |                     |                            |
| <b>Insurance</b>                          | Health/Dental      |                        |                    |                        |                     |                            |
|   | Life               |                        |                    |                        |                     |                            |
| <b>Medical (not covered By Insurance)</b> | Doctor/Dentist     |                        |                    |                        |                     |                            |
|   | Medication         |                        |                    |                        |                     |                            |
|   | Hospital           |                        |                    |                        |                     |                            |
| <b>Entertainment</b>                      |                    |                        |                    |                        |                     |                            |
| <b>Food</b>                               | Family             |                        |                    |                        |                     |                            |
| <b>Support</b>                            | Alimony            |                        |                    |                        |                     |                            |
|   | Child              |                        |                    |                        |                     |                            |
| <b>Child Care</b>                         | Day Care           |                        |                    |                        |                     |                            |
| <b>OTHER: SPECIFY</b>                     |                    |                        |                    |                        |                     |                            |
|   |                    |                        |                    |                        |                     |                            |
|   |                    |                        |                    |                        |                     |                            |
| <b>TOTAL MONTHLY EXPENSES:</b>            |                    |                        |                    |                        |                     |                            |



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494 Broadway Newport, RI 02840 | Tel (401) 847-3080 | Fax (401) 633-6995 | Email: [Shortsales@Firstnte.com](mailto:Shortsales@Firstnte.com)

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## SHORT SALE DISCLOSURE

Thank you for choosing First National Title & Escrow for the sole purpose of negotiating a short sale of your (hereinafter "seller's") real property located at:

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(hereinafter referred to as "the Property"). A "short sale" is a voluntary sale of the property for a price that is less than the total amount of any mortgages and/or liens that currently encumber the Property.

During this process, First National Title & Escrow will negotiate the Seller's mortgage and/ or lien holders to short sell the Property. In order to effectuate a successful short sale, all of the Seller's mortgage and/or lien holder(s) must approve the proposed short sale that is negotiated by First National Title & Escrow.

In order to effectively negotiate the short sale, Seller must provide any relevant financial and other personal information to First National Title & Escrow upon request. Upon receipt, the information will be submitted to Seller's mortgage and/ or lien holder(s). The information will permit the mortgage and/or lien holders to fully analyze the requested short sale.

In order for First National Title & Escrow to commence the negotiation process with the mortgage and/or lien holder. Seller must read, fully understand and acknowledge all provisions set forth below. The provisions set forth fully disclose the terms of the engagement and scope of services offered by First National Title & Escrow. The provisions also fully disclose the limitations on First National Title & Escrow's services offered.

First National Title & Escrow does not accept any upfront fees or payments from Seller.

After Seller has read and fully understand each provision, Seller must initial each provision to verify that said provision has been fully read and understood. If the Seller does not fully understand the terms of the Disclosure, Seller shall consult independent counsel.

First National Title & Escrow looks forward to working with you to assist in the successful sale of your property.

The Seller(s) understand and acknowledge that:

- \_\_\_\_\_ 1. First National Title & Escrow for scope of engagement is for the purpose of negotiating the proposed shortsale of the subject property.
- \_\_\_\_\_ 2. All short sales are solely subject to the approval of all Seller's mortgage and/or lien holders associate with the Property.
- \_\_\_\_\_ 3. First National Title & Escrow does not warrant and cannot guarantee that Seller's mortgage and/or lien holders will approve the proposed short sale. Seller's mortgage and/or lien holder(s) are under no obligation to approve the proposed short sale. The decision to approve said short sale rests solely within the discretion of the mortgage and/or lien holder(s). Further, despite First National Title & Escrow's best efforts, First National Title & Escrow cannot guarantee and makes no representations that it will be able to stop, postpone or cancel any foreclosure proceeding initiated by any mortgage and/or lien holder(s).
- \_\_\_\_\_ 4. Seller agrees to provide any and all documents and/or information requested by First National Title & Escrow for the purpose of processing and negotiating the proposed short sale. Seller further agrees that

it is Seller's affirmative obligation to immediately notify First National Title & Escrow of any and all foreclosure proceedings initiated by any party. Seller is responsible to receive and open any and all notifications regarding the subject Property received by mail and/or service of process. If Seller does not reside at the Subject Property or there has been a change in Seller's mailing address, Seller must notify the mortgage and/or lien holders of the new address to ensure receipt of all notices.

- \_\_\_\_\_ 5. Seller hereby acknowledges that no proceeds from the sale of the Subject Property will be received by Seller. All net proceeds from short sale of Seller's home, including any refunded insurance premiums, shall be paid to Seller's mortgage and/or lien holders.
- \_\_\_\_\_ 6. Seller acknowledges that the mortgage and/or lien holder(s) may accept Seller's proposed short sale and issue a lien release while preserving its right to pursue a judgment against Seller for any deficiencies owed as a result of the mortgage and/or lien holder(s) agreement to accept less than a full payoff. First National title & Escrow does not warrant and cannot guarantee that a deficiency resulting from the short sale will be forgiven, waived and/or cancelled by the mortgage and/or lien holder(s). Various jurisdictions may be governed by an anti-deficiency statute that prohibits mortgage and/or lien holder(s) from seeking a deficiency judgment against Seller. Seller acknowledges that First National Title & Escrow will attempt to negotiate away the mortgage and/or lien holder's rights to seek deficiency judgments (if applicable) but First National Title & Escrow cannot guarantee success negotiating these rights away from the Seller. Seller agrees to hold First National Title & Escrow harmless in the event that the Seller's mortgage and/or lien holder(s) seek to recover monies from the Seller stemming from a deficiency balance that may exist after closing.
- \_\_\_\_\_ 7. The acceptance of a payoff for less than the full amount owed to Seller's mortgage and/or lien holder(s) may be reported to the credit bureaus, which may negatively impact Seller's credit rating and serve as an impediment to Seller's ability to obtain future credit. First National Title & Escrow is not a credit repair agency and does not negotiate with any credit bureau on behalf of Seller.
- \_\_\_\_\_ 8. The mortgage and/or lien holder(s) may forgive a portion or all of Seller's debt, which may be considered income to Seller. Seller should consult an independent, qualified Tax professional regarding any questions or concerns regarding any potential tax liabilities of a short sale.
- \_\_\_\_\_ 9. Seller will be billed in advance for the services rendered by First National Title and Escrow, however, seller acknowledges and understands that First National Title and Escrow will seek compensation from the mortgage and or lienholder(s) from the proceeds of the shortsale. We will not claim, demand, charge, collect, or receive any compensation until after First National Title and Escrow has fully performed services required to effectuate a shortsale of the subject property.
- A. The minimum fee for services sought by First National Title and Escrow subject to lienholder approval is \$2250 excluding title search fees. Should the minimum fee exceed the lienholder's cap for services rendered, the deductible will be due from any cash incentive negotiated on seller's behalf, due at time of closing and paid outside of closing (POC).
  - B. Should seller be disqualified for cash incentive any reason, any shortfall up to 1% of commission will be billed to the listing agent, due at time of closing and paid outside of closing (POC). Any deviation from this provision, including changes in fees, must in in writing prior to closing.  
AGENT INITIALS: \_\_\_\_\_
  - C. Should First National Title & Escrow negotiate a cash incentive for the seller and if the lender refuses to compensate First National Title Escrow for their work performed as mentioned in paragraph 9A above, then the Seller agrees to pay First National Title & Escrow a minimum of \$1500 of said incentive, or a lesser amount if agreed upon in writing between First National Title & Escrow and the seller. The Seller outside of the closing shall pay this amount to First National Title & Escrow.
  - D. Should First National Title & Escrow negotiate a cash incentive in the amount of \$5,000 or more for the seller, seller hereby agrees to compensate First National Title & Escrow 20% of this incentive in addition to the fee that lender agrees to pay First National Title & Escrow in Paragraph 9A above. Seller agrees to make this payment to First National Title & Escrow outside of the closing.

- E. Should First National Title & Escrow negotiate and obtain an approval and is subsequently released from the transaction prior to closing by the Seller or Seller's Lender, First National Title & Escrow is entitled to the attorney fee initially agreed upon between First National Title & Escrow and the lender or a minimum of \$1500. The seller outside the closing will pay this amount to First National Title & Escrow.

Seller(s) have read, understand and acknowledge the foregoing Short Sale Disclosure and fully agree with the terms and conditions contained herein.

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date Witness