

The Law Offices of Justin B. Schmidt, P.A.

8320 W. Sunrise Blvd. Ste.# 204

Plantation, Florida 33322

954-423-1600 Office - 888-206-9235 Fax or 954-494-7030 Wendy

Wendy Rosenberg
wrtile@aol.com

Justin B. Schmidt, ESQ.
justin@jbslawesq.com

SELLER SHORT SALE FORMS NEEDED LIST:

We are excited about the opportunity to assist you with your short sale processing and to work together with you, your Real Estate Agent and Justin B. Schmidt, ESQ., which will be negotiating and processing your Short Sale. Based upon our experience working with the Lenders on short sale transactions, we will need for you to bring in the following documents to our meeting. You can also email or fax them to us directly:

- **Seller Information Sheet** – Be sure sheet is completely filled out, including agent's names and contact numbers. Sellers contact number, email and social security. If property is vacant or sellers current address. If Association (HOA) is current or delinquent and the monthly fee.
- **Hardship Letter** – Must state that they are requesting a short sale be approved, with loan number, dated and signed.
- **Bank Statements**- Two most recent months (All pages)
- **Authorization Form** – Sign, dated with Lender Name and Loan Number.
- **Paystubs** – Most recent (1) full month. If no income need letter of explanation or Unemployment checks. If Self-Employed need Profit & Loss Statement for 4 months.
- **Tax Returns** – Last two years, with all pages and schedules and 2nd page signed.
- **Financial Form** – Completed financial form with itemized monthly expenses.
- **Listing Agreement** – Be sure it is signed by all parties including agent. Get **MLS printout** and **Photo & History Printout** and comparables.
- **Association History Ledger** – HOA request form completed with Association name and contact information including fax number. (Please Provide a current HOA Balance Ledger Sheet or Statement)
- **Sales Contract** – Be sure Sales Contract is completely signed and dated, that they **checked off that Seller choose and pays title agent**. And that buyer's agent name is on page 10 and that you have the Buyer's Pre-Qualify letter or Proof of Funds.
- **Short Sale Addendum** - To Sale Contract. If it is a Bank of America loan be sure to get BOA Short Sale Addendum to be signed and dated by all parties including agents.
- **Loss Mitigation Addendum** – Our Addendum regarding the \$1000.00 Attorney fee and
- **Title Engagement** – Be sure the Title Engagement and Promissory Note or Deficiency Disclosures are signed. Also Law Firm Disclosures signed and dated.
- **4506T FORM** – Be sure form is completed, signed and dated with tax years on it.
- **If Lender** – is Bank of America, Nationstar, ASC, Wells Fargo or GMAC the **EQUATOR** form must be completed by buyers agent.

Law Office of Justin B. Schmidt, ESQ.
Title Express of South Florida, LLC.
8320 W. Sunrise Blvd. Ste. # 204 Plantation, Florida 33322
954-423-1600 Office 888-206-9235 FAX or wrttitle@aol.com for Wendy

SELLER INFORMATION SHEET – RUSH REQUEST

Date: _____ File: _____

Seller/s Name/s: _____ Co-Seller: _____

Property Address: _____

****ONLY WIRE TRANSFERS ACCEPTED FOR FUNDS REQUIRED TO CLOSE****

Our office is handling the above referenced transaction. In order to expedite the processing of your contract and title work, we respectfully request you provide us with the following necessary information, IF APPLICABLE:

1. A copy of the Seller's **Warranty Deed, Owner's Title Insurance Policy and Survey.**
2. Seller(s) forwarding address: _____
3. Contact number(s) for Seller: Home: _____ Work: _____
Mobile: _____ E-mail: _____
4. Seller(s) **MARITAL STATUS** Circle One: Single- Married- Separated- Divorced- Widow/Widower
5. Is the Seller(s) a **U.S. Citizen?** Yes No **If Resident Alien, Registration No.** _____
U.S. Servicemen? Yes No **Military Duty in past 12 months?** Yes No
Social Security Number(s): _____ **Spouse SS#:** _____
6. Existing Mortgage(s) Information to be paid off (use additional sheet, if necessary):
 - A. Lender/Name 1st: _____ 2nd MTG: _____
 - B. Acct. Number 1st: _____ 2nd MTG: _____
 - C. Phone # 1st: _____ 2nd MTG: _____
7. Condo/Homeowners Association/s (Name and phone number of contact): Give information for all if more than one: **Name:** _____ **Phone:** _____
Master Association: _____ **Phone:** _____
8. Please advise us if the Seller is represented by an attorney: Yes No If yes, please provide attorney's name and phone number: _____
9. Is this transaction a mail away? Yes: No:
Mailing Address: _____
10. Listing Agent: _____ Company: _____ Phone: _____
Commission %: _____ Transaction Fee: _____ E-mail: _____

For Short Sale Attach: Hardship Letter, 2 months Bank Statements, 1 month Paystubs or 4 months Profit & Loss, (if self employed), 2 Years Tax Returns, Financial Breakdown & Mortgage Statement(s).

Bank & Financial Institution Authorization and Release Form

I/we hereby expressly authorize:

(1) **The Law Office of Justin B. Schmidt, ESQ.** to including but not limited to **Justin B. Schmidt, ESQ., Wendy Rosenberg, Brenda Vargas, Kristi Szymanski, Elena Yellen,** and any of its officers, employees, staff, agents and representatives;

Law Office of Justin B. Schmidt, ESQ. Office # 954-423-1600 Fax 888-206-9235

Address: 8320 W. Sunrise Blvd. Ste. # 204 Plantation, Florida 33322

Short Sale Specialist:

Brenda Vargas Direct: 954-483-3444 E-mail: brenda.jbslaw@gmail.com Fax: 866-595-9490

Kristi Szymanski Direct: 954-448-3617 E-mail: krisi.jbslaw@gmail.com Fax: 888-206-9235

Elena Yellen Direct: 954-817-8462 E-mail: Elena.jbslaw@gmail.com Fax: 888-206-9235

Wendy Rosenberg Direct: 954-494-7030 E-mail: wendy.jbslaw@gmail.com Fax: 888-206-9235

-----AND-----

(2) **Title Express of South Florida, LLC.** including and not limited to, Wendy Rosenberg and any of its officers, employees, staff, agents and representatives

Title Express of South Florida, LLC. – Direct :954-494-7030

to request, obtain, and verify any and all mortgage loan information, including, but not limited to, payoff, arrearage, and reinstatement amounts as well as financial history.

The information obtained is to be used for the purpose of facilitating the resolution of the sale of my property described below, prevent its foreclosure or facilitate the resolution of my foreclosure. The foregoing authorization specifically includes processing and negotiation the short sale of the mortgage loan(s) described below.

Property address: _____

Lender: _____ **Loan #:** _____

Lender: _____ **Loan #:** _____

Seller

Date

Social Security Number: _____

Date of Birth: _____

Co-Seller

Date

Social Security Number: _____

Date of Birth: _____

JUSTIN B. SCHMIDT, ESQ. LIMITED ENGAGEMENT AGREEMENT

This Engagement Agreement ("Agreement") is entered into by and between Justin B. Schmidt, ESQ. (hereafter referred to as "Law Firm") and

("Seller"), for the real property located at _____
_____ ("Property").

Seller(s) agree to pay to Justin B. Schmidt, ESQ. a non-refundable fee of \$299.00 (except as provided below), solely to perform a title search and for review by a Law Firm attorney. In consideration for such fee, Justin B. Schmidt, ESQ. will proceed to obtain a title search on the subject property to determine any title issues which may need to be resolved.

Said fee of \$299.00 will be placed in Justin B. Schmidt, ESQ's Trust Account. Said fee will only be disbursed from said Trust Account when the title search is completed and it has been reviewed by one of the attorneys of Justin B. Schmidt, ESQ. Upon completion of said attorney review, the Seller(s) hereby expressly acknowledge, consent and agree that said fee of \$299.00 shall be deemed fully and completely earned and is non-refundable. Upon verbal or written notice to Seller, said funds may be immediately released from Justin B. Schmidt, ESQ.'s Operating Account without delay.

Seller(s) hereby expressly grants Seller(s)' authorization to Justin B. Schmidt, ESQ. to discuss said title search with real estate agents involved with this transaction, the Seller(s)' Lender(s) and any other parties disclosed by said title search or involved with this transaction, as the Law Firm shall deem appropriate.

The Seller(s) may cancel this Agreement within four (4) business days of signing this Agreement by delivering a written Notice of Cancellation directly to Justin B. Schmidt, ESQ. at 8320 W. Sunrise Blvd. Ste. # 204 Plantation, Florida 33322 or via Fax to Justin B. Schmidt, ESQ. at 888-206-9235. Upon such timely Notice of Cancellation, the fee of \$299.00 will be returned to Seller(s). The Seller further agrees to retain Justin B. Schmidt, ESQ. to negotiate Seller(s) short sale, the fee for which will be paid at closing.

The Seller(s) acknowledge, understand and agree that this Agreement is limited solely to the matter expressed herein and that no other legal services whatsoever, of any kind or nature, are to be rendered or contemplated to be rendered by virtue of this Agreement.

Dated: _____

Dated: _____

Seller

Justin B. Schmidt, ESQ.

Seller

By: _____
Authorized Representative

LAW OFFICE OF JUSTIN B. SCHMIDT, ESQ.

8320 W, Sunrise Blvd. Suite 204
Plantation, Florida 33322
Phone: (954) 423-1600
Fax: (888) 206-9235

Date: _____

Re: Conference on _____ Regarding Your Short Sale Transaction

Dear Seller(s):

Thank you for meeting with us today. We hope you found this meeting useful as well as informative!

We wish to confirm that the following matters were discussed and agreed during the course of our meeting.

- _____
(Initial)

1. You have advised us that you are not currently pursuing a loan modification and that you are not presently considering same.
- _____
(Initial)

2. You understand that neither Justin B. Schmidt, ESQ., your real estate agent nor Title Express of South Florida, LLC can guarantee that your lender(s) will not seek a deficiency judgment. Even if your lender retains the right to pursue a deficiency, you have informed us in this meeting that you are willing to move forward with the sale of your property.
- _____
(Initial)

3. We discussed the possibility that some Lender(s) require, as a condition of closing, that you sign a Promissory Note for a portion of the unpaid balance of the mortgage in connection with the closing of this transaction. You have stated that you are willing to sign such Promissory Note if your Lender(s) requires it and proceed to closing.
- _____
(Initial)

4. Justin B. Schmidt, ESQ. and Title Express of South Florida, LLC both recommend and encourage you to seek accounting and tax advice from a professional of your choice. that Title Express of South Florida, LLC is not a law, tax or accounting firm and does not give any legal, tax or accounting advice. Further, you fully acknowledge, understand and agree that Justin B. Schmidt, ESQ. is not providing any tax or accounting advice in this Short Sale and is merely negotiating the Short Sale on your behalf. Any tax or accounting advice must be sought from a professional of your choice, other than Justin B. Schmidt, ESQ..

We look forward to working with you and your short sale team to complete this closing. If you have any questions, please don't hesitate to contact us at anytime throughout this process.

Sincerely,
Justin B. Schmidt, ESQ.

Read, reviewed and accepted in all regards.

Print: _____

Print: _____

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) bankruptcy; and (4) your credit counseling agency.

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 (4506T for self-employed borrowers or borrowers with rental income); (3) required income documentation; and (4) required hardship documentation.

Loan Number _____ (usually found on your monthly mortgage statement)
 Servicer's Name _____

I want to: Keep the Property Vacate the Property Sell the Property Undecided

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	

Is the property listed for sale? Yes No
 If yes, what was the listing date? _____
 If property has been listed for sale, have you received an offer on the property? Yes No
 Date of offer: _____ Amount of Offer: \$ _____
 Agent's Name: _____
 Agent's Phone Number: _____
 For Sale by Owner? Yes No

Have you contacted a credit counseling agency for help?
 Yes No
 If yes, please complete the counselor contact information below:
 Counselor's Name: _____
 Agency's Name: _____
 Counselor's Phone Number: _____
 Counselor's Email Address: _____

Do you have condominium or homeowner association (HOA) fees? Yes No
 Total monthly amount: \$ _____ Name and address that fees are paid to: _____

Have you filed for bankruptcy? Yes No If yes: Chapter 7 Chapter 11 Chapter 12 Chapter 13
 If yes, what is the filing Date: _____ Has your bankruptcy been discharged? Yes No Bankruptcy case number: _____

Is any Borrower an active duty service member? Yes No
 Has any Borrower been deployed away from his/her primary residence or received a Permanent Change of Station order? Yes No
 Is any Borrower the surviving spouse of a deceased service member who was on active duty at the time of death? Yes No

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	\$		\$
Total (Gross income)	\$	Total Household Expenses and Debt Payments	\$	Total Assets	\$

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 <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"/> Proof of monthly insurance benefits or government assistance (if applicable); OR <input type="checkbox"/> Written statement or other documentation verifying disability or illness; OR <input type="checkbox"/> Doctor's certificate of illness or disability; OR <input type="checkbox"/> Medical bills 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 <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 / Relocation	<p>For active duty service members: Notice of Permanent Change of Station (PCS) or actual PCS orders.</p> <p>For employment transfers/new employment:</p> <input type="checkbox"/> Copy of signed offer letter or notice from employer showing transfer to a new employment location; OR <input type="checkbox"/> Pay stub from new employer; OR <input type="checkbox"/> If none of these apply, provide written explanation 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 <input type="checkbox"/> Proof of business failure supported by one of the following: <ul style="list-style-type: none"> <input type="checkbox"/> Bankruptcy filing for the business; OR <input type="checkbox"/> Two months recent bank statements for the business account evidencing cessation of business activity; OR <input type="checkbox"/> Most recent signed and dated quarterly or year-to-date profit and loss statement
<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.

ATTACHMENT TO MLS

Seller(s) will pay for the Buyer(s) Owner's Title Insurance Policy on this short sale (subject to Lender Approval) and will select the Settlement/Title Insurance Agent. Upon submitting a contract offer, please check off the appropriate boxes to indicate Seller's selection of Settlement/Title Insurance Agent and Seller(s) payment for the Buyer's Owner(s) Title Insurance Policy. We use Title Express of South Florida, LLC. for our Short Sale Closings.

The Law Office of Justin B. Schmidt, ESQ. handles our short sales processing and charges the Seller(s) Lender a fee of \$1200.00; In the event that no upfront title search fees were collected from the Seller, then the Fee charged at closing is \$1500.00, **only if it closes.** If Seller's Lender does not approve all or any portion of this fee, then the Buyer(s) is required to pay it. Both Seller(s) and Buyer(s) will need to sign a Short Sale Addendum to the Contract between the parties, a copy of which is attached. **Please include the attached Special Addendum to the Contract to any Contract Offer submitted by the Buyer(s). If the transaction does not close, no fee is charged to the Buyer(s).**

Please also have the attached Buyer/Seller Short Sale Disclosure signed and submitted to us when submitting your Buyer(s) contract offer.

Special Addendum to Contract
FLORIDA ASSOCIATION OF REALTORS®



Addendum No. _____ to the Contract dated _____ between _____ (Seller)

and _____ (Buyer)

concerning the property described as:

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

Seller(s) will pay for the Buyer(s) Owner's Title Policy on this short sale (subject to third party approval) and will select the Settlement / Title Insurance Agent, being Title Express of South Florida, LLC., This provision shall supersede and cancel any contrary provision in the Contract and any contrary box that may have been checked off in the Contract. It is expressly understood and agreed that Seller(s) will select Settlement / Title Insurance Agent. Seller(s) has selected and retained Title Express of South Florida, LLC. for this short sale closing as the Settlement / Title Insurance Agency.

The Law Offices of Justin B. Schmidt, ESQ., handles our short sale processing and charges a fee of \$ 1,200.00 to the Seller(s), Lender, only if it closes. If Seller(s) Lender does not approve all or any portion of this amount, the Buyer agrees to pay it.

If the seller did not pay the \$299.00 up front Title Search fee, then the Buyer further agrees to pay the total short sale processing fee of \$1500.00 at closing.

Buyer agrees to pay the standard Buyer's Settlement Fee to Title Express of South Florida, LLC. and its customary rate, as this settlement fee is charged on all real estate transactions, and is unrelated to the fee for negotiating the short sale.

In addition, the Buyer may be responsible for closing costs not approved by the Seller's Lender. All fees and closing costs are initially charged to the Seller's Lender and the same may be approved for closing. However, in the event the Seller's Lender does not approve any or all of the closing costs, the same will be negotiated with the parties at that time.

Date: _____ Buyer: _____

Date: _____ Buyer: _____

Date: _____ Seller: _____

Date: _____ Seller: _____

This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS and who subscribe to its Code of Ethics.

The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms.

Information to submit in Equator System – Any questions left blank will delay submission!

- Listing Date: _____ Expire Date: _____ *Listed Amount: _____ MLS #: _____ Sales Contract date: _____ Inspection Period: _____
- Reason for Default: _____ Date Income/default Change: _____
- If Loss of Employment Date unemployed: _____
- Property Best Contact Telephone: _____
- What is Property's primary purpose?: Homestead Investment 2nd Home _____
- Who currently occupies the property? Owner: _____ Tenant: _____ Vacant: _____
- Date property last occupied by the homeowner or Purchase Date? _____
- Buyer's Agent: _____ *Agency Name: _____
- Complete Office Address: _____
- Office Phone number and Agent's number: (O) _____ (C) _____
 - Is the Offer from LLC or Corporation? _____ Will there be a POA? _____
 - Will a Trust or IRA be in the Transaction? _____
- Buyer's Agent Fax #: _____ *Buyer's **agent email** address: _____
- Buyers Full Name(s): (1) _____ (2) _____
- Offer Type: Homeowner _____ Investor _____ Other _____
- Buyer Type: US Citizen _____ Foreign National _____ Business Entity _____ (if Business need Articles of Incorporation & FEIN #) _____
- What Country is Buyer from if Foreign National: _____
- Buyer(s) address: _____
- Buyer(s) first five digits of their social security for each buyer: _____ - _____
- Buyer(s) date of birth for each buyer: _____ * Buyer(s) phone number: _____
- Type of Financing: Cash _____ Conv _____ FHA _____ VA _____
- Financing Lender: _____ * Financing Contact Name: _____
- Financing email: _____ * Financing Phone: _____
- Financing Rate: _____ * Sellers Concessions: Yes No %

Date: _____

Re: Request for Homeowner Association Payoff and History Ledger

Of Associations 1 ___ 2 ___ 3 ___ if more than one provides same below for each.

Association Management Name: _____

Association Management Telephone #: _____

Association Management Fax #: _____

Account #: _____

Owner Name: _____

Property Address: _____

City/State/Zip: _____

To Whom It May Concern:

As soon as possible, please provide an itemized payoff statement update good from the date of this request letter to bring my account current as of the end of _____, 20____.

Please include a current history ledger from the Association, as well. Once complete, please send the detailed statement and history ledger via mail, fax or e-mail to:

Law Offices of Justin B. Schmidt, ESQ.
8320 W. Sunrise Blvd. Ste. # 204
Plantation, Florida 33322
Phone: 954.423-1600 / Fax: 888-206-9235
Email: Brenda.jbslaw@gmail.com

Thank you for your prompt response and assistance.

Sincerely,

Brenda Vargas, Short Sale Specialist

Phone: _____ 954-483-3444 _____

Homeowner's Authorization

Are association dues current? Yes _____ No _____

If delinquent how long? _____ Months

Monthly Maintenance payment amount \$ _____

Total maintenance balance owed? \$ _____

Is there any additional Assessment due? _____

If Assessments due how much? \$ _____

Is Assessment current? Yes _____ No _____

****Seller understands that if outstanding association and assessment balance is not paid by their lender as part of the short sale that they will be responsible to pay the total balance owed at closing.**

Seller acknowledgement date

Seller acknowledgement date

****Seller states and confirms that they are current with their monthly association maintenance dues. They further acknowledge that they will continue to pay the monthly maintenance until closing of sale. If they fail to do so, they understand they will be solely responsible to pay outstanding balance at closing.**

Seller acknowledgement date

Seller acknowledgement date

AFFIDAVIT OF “ARM’S LENGTH TRANSACTION”

All Parties to the contract on the premises:

Property address:

Hereby affirm that this is an “Arm’s Length Transaction”,

No party to this contract is a family member, share a personal or professional relationship or are one and the same person as the mortgagee. The seller must have representation from someone who is not related by blood marriage, business association or shares a business interest. Further, there are no hidden terms or special understandings between the seller or buyer or their agents or Mortgagee.

The Buyers and Sellers nor their Agents have any agreements written or implied that will allow the Seller to remain in the property as renters or regain ownership of said property at anytime after the execution of this short sale transaction. None of the parties shall receive any proceeds from this transaction except the sales commission granted that all terms and conditions are met.

(Seller) Date

(Seller) Date

Print Name

Print Name



(Seller’s Agent) Date

(Buyer’s Agent) Date

Print Name and Company

Print and Company



(Buyer) Date

(Buyer) Date

Print Name

Print Name