



Seller
Informational Short Sale Packet

Compliments of:

Fox Short Sale Negotiators



Seller Short Sale Checklist

Please provide the following information at the time of listing. All information needs to be signed and dated by all persons on the loan.

- Authorization to Release Information Form – See attached form***
- Copy of Mortgage Statement or Default Letter with Account # and Lender Information***
- Completed Information Form – See attached form***
- Hardship Letter Signed and Dated – Sample letter attached***
- Financial Worksheet Completed and Signed***
- Federal Tax Returns – Last Two Years***
- Bank Statements***
- Pay Stubs – Last 2 Months***
- Form 4506T – Signed and Dated***
- Homeowners Association Information, if applicable***
- Copy of Driver's License***

If you are unable to produce any of the above listed documents due to loss of employment or no bank account, please provide a written statement signed and dated explaining your reasons for not providing the information requested.



Personal Information

Property Address:	<input type="text"/>
Mailing Address (if different):	<input type="text"/>

Owner 1 Name:	<input type="text"/>	SS#:	<input type="text"/>
Home Phone:	<input type="text"/>	Cell Number:	<input type="text"/>
Work Phone:	<input type="text"/>	Email:	<input type="text"/>

Owner 2 Name:	<input type="text"/>	SS#:	<input type="text"/>
Home Phone:	<input type="text"/>	Cell Number:	<input type="text"/>
Work Phone:	<input type="text"/>	Email:	<input type="text"/>

Association Name (or write "does not apply"):	<input type="text"/>		
Assoc. Mgmt Co Name:	<input type="text"/>	Phone:	<input type="text"/>
Property Occupied? <input type="checkbox"/> Yes <input type="checkbox"/> No	Occupied by Tenant? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Are you currently Employed? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Current or Former Employer's Name:	<input type="text"/>		
If retired or unemployed, last date of employment (approx.):	<input type="text"/>		
Are you presently in bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date filed: <input type="text"/>		
Bankruptcy Atty Name:	<input type="text"/>	Phone:	<input type="text"/>

Your First Lender's Name:	<input type="text"/>	Phone:	<input type="text"/>
Your First Lender's Account Number:	<input type="text"/>		
Your Second Lender's Name:	<input type="text"/>	Phone:	<input type="text"/>
Your Second Lender's Account Number:	<input type="text"/>		

If you have other information (additional owners, additional lenders, etc.) please use a second sheet of paper.



The Benefits of a Short Sale for the Homeowner

- Typically the lender pays for the costs involved in selling your real estate including real estate commissions, your real estate taxes and your attorney legal fees.
- Your property is sold “as is” so you will not be asked to make repairs by the buyer.
- There is less damage to your credit and you will be able to restore your credit much sooner than if your property would go in to foreclosure.
- Most often the bank will forgive the deficiency balance or the amount of money the bank will lose by allowing you to do a short sale as it is a less severe loss to the lender.
- If your property goes in to foreclosure, it is likely that your lender will get a judgment against you for your unpaid balance including their attorney fees and cost. They can even garnish your wages.
- You will be able to move in a manageable time frame with less impact to your family.

We will do everything we can to get the bank to accept the short sale, but ultimately the terms of the short sale and whether it will be allowed are up to the lenders who hold your mortgage.



Explanation Delinquent Mortgage Payments

To Whom It May Concern:

I am contacting you today to explain the circumstances which have caused us to become delinquent on our mortgage payments. Although I have done everything possible to improve my financial situation, I am still short on the money I owe to you. I would greatly appreciate the opportunity to obtain a short sale.

The reason that I have become delinquent in my mortgage payments is:

Since I do not have enough money to pay my regular monthly mortgage payments, I am falling further behind and will not be able to pay what is owed. Because of the current situation, I am being forced to sell my house. However, I am unable to sell my house for what I owe.

My home means a great deal to me, and I desire to keep it out of foreclosure. I am anxious to reach an agreement and appreciate your prompt response.

Respectfully,



Sample Hardship Letter

Date:

Name of Lender
Loss Mitigation Department
Telephone #
Loan #
Property Address

I am writing to request a short pay for my mortgage, loan number _____.

Last year I lost my job and have been unable to find any work. (Explain why you have missed mortgage payments).

Example: Job Transfer, Medical Expenses, Adjustable Mortgage, Illness.

The Lender needs to know that it is a hardship for you to remain in your home and that you are unable to sell your home without a loss due to the decline in the housing market.

Please let the lender know whether you are still living in your home and whether or not you are paying the utilities.

Sincerely,

Mr. and Mrs. Seller

IMPORTANT: The Hardship Letter must have your signature



Sample Hardship Letter

Date

Name of Lender
Account Number
Attn: Loss Mitigation
Property Address

I purchased my home in 2006 and we had enough income at the time to support the mortgage.

In early 2008 my mother was diagnosed with Alzheimer's and needed to be put in a nursing home, which was very expensive. During this time my husband lost his job and has since found a job for considerably less money. We love our home and do not want to lose it but we realize that we cannot afford to keep it.

I make \$35,000 annually and I have exhausted all of my savings, IRA's and my children's college funds. I used to keep my mortgage payments current but now have been unable to pay on a regular basis.

In May 2010, I inquired about partial payments, payment plans, and refinance but was denied on all accounts. In July, I put the house up for sale with (your agent's name and Brokerage Firm) who specializes in pre-foreclosure properties and short sales.

Since the house has been on this market, this is the only offer we have received. Please accept this offer as payment in full.

Sincerely,

Seller

IMPORTANT: The Hardship Letter must have your signature



Disclosure Statement / Short Sale Fee Agreement

Date:

Property Address:

Name of Mortgage Co.: Loan#:

Name of Mortgage Co.: Loan#:

The undersigned seller (s) are aware that Fox Short Sale Negotiators, LLC has agreed to submit a short sale package on the above referred property address.

The lenders involved in these short sales may not allow certain closing costs to be charged on the settlement statement. In the event this should occur, the seller is aware that any and all fees that the lender removes from the HUD-1 must be paid directly to Fox Short Sale Negotiators, LLC at the time of the closing. All funds must be in a cashier's check. In the event that the file should be cancelled, Fox Short Sale Negotiators, LLC will cancel all fees to the seller.

1. No upfront fees are being charged.
2. The fees being charged at the closing are higher than on a non-short sale transaction.
3. Even though Fox Short Sale Negotiators, LLC will be spending an incredible number of hours and, incurring fees on my transaction these fees and costs will be waived in the event that the short sale of the property does not occur.
4. We will not charge more than what the lender allows and will only charge what the lender will allow.
5. We, the sellers, will not be asked to bring money to the closing to compensate Fox Short Sale Negotiators, LLC.
6. The undersigned sellers acknowledge that the processing of their short sale transaction is primarily administrative and is carried out by non-attorneys who work at Fox Short Sale Negotiators, LLC. The sellers may terminate this agreement at any time without paying any fees or costs to Fox Short Sale Negotiators, LLC.
7. The escrow closing of the short sale will be handled by Fox Short Sale Negotiators, LLC.

Seller

Date

Seller

Date

Listing Agent

Date



Authorization to Negotiate Short Sale and Hold Harmless Agreement

The undersigned, hereafter referred to as Seller(s), hereby authorizes Fox Title Short Sale, LLC to negotiate on behalf of Seller(s) for the purpose of obtaining the consent from the Seller's mortgagee to permit a "Short Sale" of the Real Estate commonly known as:

The Seller(s) hereby authorizes any Financial Services Company, Real Estate Agency, Lender, Credit Reporting Agency, Employer, Investor or other person or entity with knowledge of Seller(s) financial status/history, upon receipt of a copy of this instrument, to disclose any and all information concerning seller(s) mortgage(s) loan, financial obligations and all other credit information to Fox Title Short Sale, LLC. All such information so obtained shall be held confidential by Fox Title Short Sale, LLC and its designated agents and employees. This information shall be used only for the purpose of "short sale" negotiations and the underlying lien holders. Any decision Fox Title Short Sale, LLC regarding the disclosure of such confidential information for the purpose of short sale negotiations shall be binding on the Seller(s) and no claim of any breach of confidentiality shall exist except upon conclusive proof of malicious conduct by Fox Title Short Sale, LLC and its designated agents and employees. For all purposes herein, listing and selling agents, brokers and the short sale buyer shall also be included within the scope of persons authorized to receive such confidential information. Fox Title Short Sale, LLC shall have no obligations to police the subsequent dissemination of such confidential information so long as disclosure to the initial recipients is proper. Consequently, Fox Title Short Sale, LLC shall have no liability whatsoever to Seller(s) in the event that such confidential information is later improperly published or disclosed by any such initial recipient.

Seller(s) further agrees to indemnify and hold Fox Title Short Sale, LLC harmless including all litigation expenses and attorney fees for any liability to any third party arising from its role as negotiator herein. Seller(s) represents and warrants the accuracy and completeness of all financial information whether conveyed directly by Seller(s) or delivered Fox Title Short Sale, LLC pursuant to this authorization. Disclosed to Fox Title Short Sale, LLC so that Fox Title Short Sale, LLC shall be conducted in Reliance upon the express and implied completeness and accuracy of financial information received by Fox Title Short Sale, LLC from or through Seller(s). Fox Title Short Sale, LLC has no obligation to independently investigate the completeness or accuracy of such financial information.

Any financial implications arising out of or resulting from and "Short Sale" or lack thereof negotiated by Fox Title Short Sale, LLC including but not limited to tax liability for relief of debt, risk of deficiency judgments, impact or credit score or any other financial consequences are the sole responsibility of the Seller(s) and should be discussed in advance with a tax professional and/or attorney. Fox Title Short Sale, LLC makes no representation or warranties regarding such financial implication and Seller(s) agree to indemnify and hold Fox Title Short Sale, LLC harmless (including any litigation expenses and attorney fees) from any and all adverse financial consequences, whether by lien, deficiency judgment, tax consequences or otherwise, allegedly imputed to Fox Title Short Sale, LLC as a result of any negotiations and short sale contemplated herein.

Seller(s) acknowledges the solemnity of this instrument and that the decision whether to seek legal counsel tax advisor to fully understand the consequences of this undertaking is solely within the discretion of Seller(s). Fox Title Short Sale, LLC has made no representations regarding the legal importance of this instrument or otherwise attempted to act as Seller(s) legal advisor.

Signature _____ Printed Name Date

Signature _____ Printed Name Date



Short Sale Disclosure Form

Brokerage	Listing Agent
Property Address	
Seller	Buyer

This disclosure will serve as an independent agreement and relates to the contract executed by the buyer and seller named above. It is expressly understood by all parties that the seller owes more than the amount of the contract and is unable to bring cash to closing, therefore the sale will require the approval of the lender. Please note that the property may remain on the market for the purpose of accepting backup offers until the lender approves a contract, and the property will be listed on MLS as undergoing a short sale.

Following are some potential issues that can affect a short sale:

1. After the lender receives the short sale packet, the lender may require at least 30-45 business days to approve the short sale. After approval, the sale must close within lender approved time frame, typically 30-45 calendar days.
2. The seller will receive no cash from this transaction (unless it is a HAFA short sale). Any funds usually due to the seller will be paid to the lender.
3. The seller has no additional cash and will be unable to pay for any closing costs, such as the buyer's appraisal or home warranty. Should the buyer desire a home warranty they are free to purchase one at closing.
4. The seller may be unable to pay for maintaining the property. The property will remain in the current condition through closing; the seller will not be able to make any repairs to the property.
5. The seller's broker will split the commission with the buyer's broker on any commission paid by the lender that is under what has been advertised in the MLS. Please note that since the lender is taking less than what is owed to them in a short sale, the lender in some cases may negotiate a lower commission percentage.
6. The seller's forgiven or cancelled debt may be taxable income. The seller should discuss this matter with a tax professional. This has no bearing whatsoever on the buyer.
7. In some cases the lender may pursue a deficiency judgment against the seller for any funds not collected at closing. This has no bearing whatsoever on the buyer.
8. By signing this disclosure, you acknowledge that you have read and understand these situations. Any changes to the commission rate will be provided by the lender at the time of the lender's final approval of this short sale.

Authorized By:

Seller's Signature	Date	Buyer's Signature	Date
Seller's Signature	Date	Buyer's Signature	Date
Listing Broker's Signature	Date	Seller's Broker's Signature	Date
Listing Broker/Company	Date	Selling Brokerage/Company	Date
Listing Agent	Date	Selling Agent	Date



FTC MARS Disclosure for Consumer-Specific Commercial Communication

IMPORTANT GOVERNMENT NOTICE:

You may stop doing business with us at any time. You may accept or reject the offer of mortgage assistance we obtain from your lender (or servicer). If you reject the offer, you do not have to pay us.

Fox Short Sale Negotiators, LLC is not associated with the government and our service is not approved by the government or your lender. Even if you accept this offer and use our service your lender may not agree to change your loan.

If you stop paying your mortgage you could lose your home and damage your credit rating.

Property Address

Seller

Date

Seller

Date

Name of Brokerage

Date

Name of Broker

Date