



Your Guide to Short Sale Success



Call the PBP Real Estate Team today! (561) 395-8418

Expectations

Dear Short Sale client:

In an effort to help you through this difficult time, we have laid out a list of expectations required for a successful short sale. If you are not prepared or are unable to meet these expectations please notify us prior to placing your home on the market.

- You have been advised to consult with an attorney and/or tax consultant prior to beginning a short sale. By signing below, you are now prepared to go forward.
- Bankruptcy or loan modification will terminate a short sale. If you are considering these paths, please explore prior to beginning a short sale. By signing below you agree to not institute either during the short sale process.
- You agree to provide us monthly with updated bank statements and paystubs as well as provide any needed paperwork in a timely manner. Failure to do so can result in the bank closing the file.
- If you have taken out a HELOC (Home Equity Line of Credit) it is possible you will be asked by your lender(s) to reaffirm the debt, sign some type of note, or provide a portion of the forgiven debt in cash at close. By signing below, you are willing to negotiate a settlement with the bank in order to complete the short sale. Additionally, some mortgage insurance companies can also ask for a note or cash. Please note that these programs and guidelines are subject to change at any time.
- By signing below, you acknowledge that we have explained any applicable incentive programs and that you are solely responsible for enrollment. You further understand that not all homeowners qualify. We will attempt to enroll you, however, you relieve us of liability should you not receive any applicable incentives. Please note that these programs and guidelines are subject to change at any time.
- If at all possible, we recommend that you continue to make your HOA payments. Some lenders will not pay back HOA fees and the seller can be pursued legally by the association including filing foreclosure on the property. Consult an attorney if needed.

I understand and agree to these expectations of a PBP Real Estate Short Sale client.

Seller Signature

Date

Short Sale Guide - An Insight To A Short Sale

DO YOU QUALIFY FOR A SHORT SALE?

Simply put, a "short sale" is the sale of a home for less than the balance of what is owed to one or more lenders. The lender agrees to discount the loan balance to prevent foreclosure because this results in a smaller loss to the lender than foreclosure. The seller makes no profit on the sale but avoids many of the problems that result from a foreclosure.

How is it determined if you qualify to sell your home through a short sale?

Current financial situation:

Are you experiencing financial hardships such as unemployment, business failure, serious illness, job transfer, death of a spouse or divorce? Do you anticipate that your current financial situation will continue or worsen? Do you lack other financial assets?

Mortgage payments:

Are you having problems making your mortgage payments? Are you behind in your mortgage payments? Have you tried to no avail to obtain a loan modification from your lender or is the loan modification offered still not enough to relieve your financial problems?

Current value of your home:

Are you "upside-down" or "under water" with your loan? Is the current market value of our home less than your mortgage or loan balances? If you answered "yes" to any of the questions above, you may qualify for a short sale of your home; however there are several important factors to consider before you make your decision.

Credit Report:

A short sale is reflected on your credit report. Your credit report will be adversely affected although it generally has less of a negative impact than a foreclosure. The impact on a credit report can significantly vary from one person to another depending upon the overall credit condition. The length of time you have been behind on your mortgage payments may be a key factor. You can ask your lender how a short sale will be reported to the credit agencies.

Purchasing Another Home:

You may have to wait a period of time before a lender will offer a loan at a reasonable interest rate for you to purchase another home.

Tax Consequences:

Through a short sale, a lender may have "forgiven" the debt difference (amount of current mortgage balance minus short sale proceeds) and may have the right to issue you a 1099-C form for the amount of the lender's losses. This is considered "debt forgiveness" and you may have to pay taxes on this amount. There are many situations that are exempt from debt forgiveness. If the home is your primary residence and you have never refinanced, you may be exempt from paying federal taxes due to the Mortgage Forgiveness Debt Relief Act of 2007. You should consult with a qualified tax advisor to understand your situation.

As Real Estate Licensees, we are not licensed as a lawyer or tax accountant nor qualified to give you advice concerning the legal and tax ramifications for considering a short sale of your property. For your protection, please consult with an attorney and with a tax accountant or advisor.

The Short Sale Basics

In a short sale, a seller, facing the risk of foreclosure, enters into an agreement with their lender to accept a purchase price for the property that is less than the amount that is actually owed. For example, you own a home with a \$150,000 mortgage and you and the lender agree to sell the home to a third party for \$110,000. A short sale transaction is more complex than a regular sale transaction and has a higher failure rate. Each short sale transaction can be unique because lenders have varying requirements.

Possible Advantages:

- **Benefits to the Lender** – The lender can avoid a long foreclosure process and can often lose less money than if they pursued foreclosure. Also, lenders generally want to avoid being in the position of taking responsibility for selling a home.
- **Benefits to the Seller** – The seller can also avoid a long foreclosure process and avoid the negative consequences of foreclosure, both emotional and financial.

Possible Problems:

- **Debt Forgiveness** – Not all lenders may be willing to “forgive” the balance of the loan (the difference between the short sale price and the amount owed on the mortgage), especially if there are other financial assets that could be used to pay off this difference. Not all lenders will accept short sales or discounted payoffs, especially if there is more financial incentive to foreclose.
- **Time and More Time** – The short sale process can be lengthy and may take much longer than you expect. Many lenders are overwhelmed and lack staff resources to quickly work through the review and approval process for a short sale. Typically, short sales can take a few months but can take longer in some cases depending on the complexity and number of lenders and lien holders involved.
- **Buyer Frustration** – Buyers may not stay the course through the lengthy review and approval process by the lender. Buyers may not be prepared for a lengthy waiting period.
- **Other Loans or Lien Holders** – If you have more than one loan for the property, such as a second mortgage, or if you have a special assessment lien such as an HOA, the other lien holders also have to agree to the terms of the short sale agreement. In some cases, the holder of a second lien may ask that you sign a promissory note or make partial or complete payoff.

The Short Sale Process

Confirm the Current Market Value of Your Home

This first step in the process is having a Comparative Market Analysis (CMA) or Broker Price Opinion (BPO) completed for your home. As a licensed Realtor, I have the training and resources to complete this valuation of your home. The CMA will show prices of similar homes that are active on the market, pending sales, and homes that have sold during the past six months. What you believe is the current market value may or may not be accurate.

Sign a Listing Agreement

I will prepare a Listing Agreement that will reflect an appropriate listing price upon which we have agreed. Special language will be included in the MLS that indicates your home is a short sale and that lender approval is required. I will then market your home and get it sold.

Sign an Authorization Form

Lenders will require that you give them permission to disclose information about your loan to others such as your Realtor, a title company, or attorney. You will need to sign an Authorization Form to give permission for me to talk with your lender. Your lender may or may not have a specific form for this purpose.

Contact Your Lender

Your lender will need to be contacted to inform them that you wish to pursue a short sale of your home. Lenders have "loss mitigation" departments that handle this process. The lender may or may not have a specific short sale application but will have a list of required documents that must be submitted in order to consider a short sale.

Write a Hardship Letter

You must write a letter to your lender as soon as possible that describes your financial situation and why you need the short sale. The letter should be factual, to the point and limited to one page in length. You should describe how this financial bind occurred and it should reflect your request that the lender accept less than full payment. You must prove to the lender that you are a victim of a hardship and unable to continue making mortgage payments.

Assemble the Needed Documents

A number of documents will need to be submitted to your lender and it is important that the documents be assembled as quickly as possible. This includes your tax returns for the last 2 years; last 2 months bank statements; paycheck stubs; and financial statement to include all income, assets and expenses.

Negotiate and Accept a Purchase Agreement

I will find a buyer who makes an offer to purchase your home at a price less than the amount of your mortgage. I will assist you in evaluating the terms and conditions of the purchase Agreement.

Submit the Short Sale Package to the Lender

Once you have accepted a Purchase Agreement, I will assist you in ensuring that all needed information is submitted to the lender in a short sale package. In addition to any short sale application form the lender may require, this will include copies of your financial documents (noted above), hardship letter, Listing Agreement, Purchase Agreement, and other documents the lender may require.

Negotiate the Short Sale with the Lender

The lender will evaluate and verify the information submitted in the short sale package. The lender will determine a value for the property and compare this to the amount due on the mortgage and the offer from the purchaser. I will liaise with your lender to discuss the terms and conditions upon which the lender will approve a short sale of the property. Usually there are back and forth discussions with the lender. I will assist you in evaluating the terms and conditions offered by the lender.

Close

The final step is closing escrow for the sale of your property based upon the terms and conditions offered by the lender and approved by you.

Hardship Letter Example

[Date]

[Lender Name]

[Lender Address]

RE: Request for Short Sale – [Your account number and property address]

To Whom It May Concern:

There have been serious changes in my financial situation since I purchased the above referenced home in June 2016. For the first two years, we had no difficulty making our mortgage payments and fulfilling our other debt obligations. On October 1st, 2018, I was unexpectedly laid off from my job of 12 years as an Account Manager with _____ Bank and our family income was reduced by \$3200 a month.

Despite my best efforts, I have not been able to gain employment within the banking industry. I did obtain a part-time job in July 2019 making \$1200 a month but we continue to be unable to meet our financial obligations. From November 2018 until August 2019, we were able to make our mortgage payments by using our savings and cashing out our 401k accounts. I enquired about refinancing options but was denied. I have exhausted every other possible way to afford our home. We very much want to remain in our home but have faced the reality that this will not be possible. We regret that we are behind on our mortgage payments but we do not see how we will be able to make up our payments or make future payments.

A short sale of our home appears to be our only solution to avoid foreclosure. I have listed my home for sale with [Agent's Name and Firm]. I respectfully request that any Purchase Contracts we submit be considered and accepted as payment in full against our loan.

Thank you for your understanding and assistance. Again, we sincerely regret that our financial difficulty has led to this situation. Please contact me if you need additional information.

Sincerely,

[Home Owner Signature]

[Home Owner Name & Phone Number]

Hardship Letter Tips

1. **The first step is to organize your thoughts about your hardship:** Jot down all the reasons about why you can no longer afford to make your mortgage payments, why you are having financial problems. Next, pick out those reasons that have the most impact on your financial situation and are the most critical.
2. **Once you have identified the top reasons** you have a financial hardship, write down exactly what happened and why this is affecting your ability to make your mortgage payment. For example, "On May 1st 2019, I was laid off from my job and my monthly income subsequently decreased by \$3000."
3. **Begin writing your hardship letter by following this format** **Line 1:** type the date. **Line 2:** type the name of your lender at the top of the page. **Line 3:** type the address of your lender and skip a line. **Line 4:** type "RE: your loan # and property address – Request for Short Sale. Skip a line. **Line 5:** type, "To whom it may concern."
4. **First and or 2nd paragraphs:** Begin this paragraph with a statement that indicates that there have been changes in your financial situation since you purchased the home. For example, "There have been serious changes in my financial situation since I purchased the above referenced home in May 2017." Then, explain what your hardship is using the notes you made in step 2. It is best to be as specific as you can by giving details, dates and numbers. You must clearly explain the major reasons of how and why you got into this financial bind.
5. **Third paragraph:** Explain why your financial situation is irreversible – why you have no way to bring your mortgage current in the foreseeable future. Explain that you have no cash, savings, vacation homes, or other assets that you can use to catch up or reduce your debt. Explain attempts you have made to avoid the loss of your home, e.g. borrowed money from relatives, exhausted savings, used cash advances from credit cards, obtained a second job, inquired about refinancing and partial payments, etc.
6. **Final paragraph:** State that you want to sell your home through a short sale process and avoid foreclosure. State also that you want any purchase offers that the lender may accept to be considered as payment in full against your loan. Thank them for their understanding and assistance.
7. **Sign your letter:** Provide your contact information as well as your Realtor's contact information.
8. **Remember:** your letter must be factual, descriptive and to the point. You will be required to provide back-up documentation. Be polite, courteous and sincere. Do not blame the lender for your circumstances.

Short Sale Transaction Checklist

The following Forms Need to be Signed

- ☐ **Tax Advice Letter**
- ☐ **3rd Party Authorization Form**
 - Palm Beach Premier Real Estate
 - Law Offices of James N Brown, P.A.
- ☐ **Hardship Letter** [must be signed by all mortgage holders]

Information Needed to Process Short Sale

- ☐ **Short Sale Application** [no signature needed]
- ☐ **HOA Statement**
- ☐ **Mortgage statement(s)**
 - 1st Home Mortgage Statement
 - 2nd Home Mortgage Statement
- ☐ **Financials Worksheet** [no signature needed]
- ☐ **Paycheck Stubs** (1 month current and consecutive pay stubs), if self-employed, a Profit & Loss Statement is required. [list your income and expenses for the past 3 months]
- ☐ **Bank Statements** (2 months CURRENT and consecutive months – ALL PAGES) Client may NOT use online transaction activity. Must be the actual bank STATEMENT
- ☐ **Tax Returns for the past 2 YEARS**
- ☐ **RMA** [Request For Mortgage Assistance]
- ☐ **4506 T**

Recommendation To Seek Tax Advice

Dear Client,

Palm Beach Premier Real Estate wishes to express to you our appreciation that you have chosen our brokerage to represent you in the sale of the above-referenced property. It is our understanding that you may owe more against the property in encumbrances than its current fair market value. As such, any offers you have received would likely be for an amount that is insufficient to completely satisfy your current encumbrances, or debt, against the property. In this case, you have the option of accepting such offers "contingent" upon your lenders' agreement to reduce their respective loan balances by an amount that is sufficient to permit the sale to move forward at the offered price. This is known as a "short-sale". There is no guarantee that your lenders will agree to a "short-sale". If they do agree, there are certain consequences to such a sale that you must be aware of. To begin with, a "short-sale" will have a significant effect upon your credit history. Furthermore, it may result in taxable income to you. Finally, many lenders may agree only to release their security interest in the property, while still holding you personally liable for any deficiency, or debt remaining when the sale is complete.

Palm Beach Premier Real Estate and its agents and brokers are not qualified to render you advice regarding credit and tax issues. Nor are we qualified to render legal advice regarding what type of release your lender is willing to offer to you. As such, if you are interested in selling your property through a "short-sale", Palm Beach Premier Real Estate strongly urges that you seek out the advice of the appropriate professionals to fully inform you about all of the consequences associated with a "short-sale" before accepting any offers. For example, you should immediately and before accepting any offers consult with a credit-reporting agency to find out what effect a "short-sale" will have upon your credit history. You should immediately and before accepting any offers consult with a tax attorney or certified public accountant to find out what tax consequences are associated with the "short-sale". Finally, you should immediately and before accepting any offers consult with a transactional real estate attorney to review the terms of your "short-sale" to ensure that your lenders are in fact releasing you of any obligation to repay any deficiency or debt remaining after the sale.

Again, thank you for the opportunity to assist you in the sale of your property.

Very truly yours,

_____	x	_____	x
Grant Freer	Date	Seller Signature	Date
		Seller Signature	Date

Short Sale Application

Seller Name: _____ **SSN:** _____ **Date of Birth:** _____

Seller Name: _____ **SSN:** _____ **Date of Birth:** _____

Address: _____

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

Home Phone: _____ **Cell #:** _____ **Cell #:** _____

Email Address: _____ **Email Address:** _____

Lender 1 Name: _____ **Phone:** _____

Address: _____

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

Account #: _____ **Fax:** _____

Contact Name: _____ **Email Address:** _____

Lender 2 Name: _____ **Phone:** _____

Address: _____

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

Account #: _____ **Fax:** _____

Contact Name: _____ **Email Address:** _____

Purchase Date of Property: _____

Monthly Payment Amount Lender 1: \$ _____ **Loan Balance Lender 1:** \$ _____

Monthly Payment Amount Lender 2: \$ _____ **Loan Balance Lender 2:** \$ _____

Are you behind on payments? YES/NO (circle) **How Long?** _____ months

Has a Notice of Default been issued? YES/NO (circle) **When?** _____

Have you ever filed for Bankruptcy? YES/NO (circle) **If "YES" - Discharge Date:** _____

HOA Information:

HOA Name: _____

HOA Management Company Name: _____

HOA Phone Number: _____

General Questions:

Day of the week Trash is picked up: _____

How many garage door openers will you be providing the buyer: _____

If you have a mailbox number, please provide: _____

3rd Party Authorization

Authorization Date: _____

To Lender: _____

Loan Number: _____

Property Address:

Street Address: _____

City: _____ State: _____ Zip Code: _____

To Whom It May Concern:

I hereby authorize you to release any and all information regarding the above referenced loan to PBP Real Estate, Grant Freer (Listing Broker) and Gia Freer (Office Manager for Listing Broker and PBP Real Estate) who are representing me/us in a Short Sale of the property referenced above.

This form may be sent fax transmission or email. This authorization is valid until revoked by the undersigned or when the loan is paid in full.

Borrower Name: _____

Social Security #: _____

Borrower Signature: _____

Birth Date: _____

Borrower Name: _____

Social Security #: _____

Borrower Signature: _____

Birth Date: _____

The Law Offices of
JAMES N. BROWN, P.A.

1110 North Olive Ave., West Palm Beach, FL 33401, (561) 838-9595, Fax: (561) 838-5657

Borrower's Authorization

To:

RE: Borrower:
Our file #:
Loan Number:
Property Address:

Dear Sir or Madam:

By my signature below, please accept this as formal notification and authorization to release payoff information and any necessary documentation as well as to negotiate payment, for the above referenced account, to and with the law office of James N. Brown, P.A., and its employees including but not limited to: James N. Brown, Esq., Guy Quattlebaum, Esq., Ruti Skridulis, Alexandra Nieto, Stacey Walker, Thomassenia Sloop, Kristina Villardi, David Velez, Monica Agnolin and Eva-Ruth Medina.

This authorization is valid for one year from the date executed below.

Thank you in advance for your assistance with this matter.

Borrower

Date

Amendment to Exclusive Brokerage Listing Agreement

1. Notwithstanding any term of the Listing Contract or Short Sale Addendum to the contrary, acceptance of proceeds from sale by Lenders shall constitute full and final payment of all the notes, mortgages and indebtedness due from Seller, and Lenders shall have no further recourse or claim for deficiency against Seller.
2. Seller's performance under the terms of this Listing Contract shall be subject to Lender approval of all short sale payoffs as set forth in paragraph 1 above.
3. Seller may cancel this agreement prior to the end date of the listing period without advance notice to the Broker and without payment of a commission or any other consideration if the property is conveyed to the mortgage insurer or mortgage holder. The Sale completion is subject to approval by the mortgagee.

Seller

Date

Seller

Date

Listing Agent or Broker

Date

Making Home Affordable Program Request For Mortgage Assistance (RMA)



If you are experiencing a financial hardship and need help, you must complete and submit this form along with other required documentation to be considered for foreclosure prevention options under the Making Home Affordable (MHA) Program. You must provide information about yourself and your intentions to either keep or transition out of your property; a description of the hardship that prevents you from paying your mortgage(s); information about **all** of your income, expenses and financial assets; whether you have declared bankruptcy; and information about the mortgage(s) on your principal residence and other single family real estate that you own. **Finally, you will need to return to your loan servicer (1) this completed, signed and dated Request for Mortgage Assistance (RMA); and (2) completed and signed IRS Form 4506-T or 4506T-EZ; and (3) all required income documentation identified in Section 4.**

When you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this RMA is accurate and truthful.

SECTION 1: BORROWER INFORMATION

BORROWER	CO-BORROWER
BORROWER'S NAME	CO-BORROWER'S NAME
SOCIAL SECURITY NUMBER DATE OF BIRTH (MM/DD/YY)	SOCIAL SECURITY NUMBER DATE OF BIRTH (MM/DD/YY)
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	MAILING ADDRESS (IF SAME AS BORROWER, WRITE "SAME")
EMAIL ADDRESS	EMAIL ADDRESS
Has any borrower filed for bankruptcy? <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 Filing Date: _____ Bankruptcy case number: _____ Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is any borrower a servicemember? <input type="checkbox"/> Yes <input type="checkbox"/> No Have you recently been deployed away from your principal residence or recently received a permanent change of station order? <input type="checkbox"/> Yes <input type="checkbox"/> No
How many single family properties other than your principal residence do you and/or any co-borrower(s) own individually, jointly, or with others? _____ Has the mortgage on your principal residence ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification? <input type="checkbox"/> Yes <input type="checkbox"/> No Has the mortgage on any other property that you or any co-borrower own had a permanent HAMP modification? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", how many? _____ Are you or any co-borrower currently in or being considered for a HAMP trial period plan on a property other than your principal residence? <input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION 2: HARDSHIP AFFIDAVIT

I (We) am/are requesting review under MHA. I am having difficulty making my monthly payment because of financial difficulties created by (check all that apply):	
<input type="checkbox"/> My household income has been reduced. For example: reduced pay or hours, decline in business or self employment earnings, death, disability or divorce of a borrower or co-borrower.	<input type="checkbox"/> My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.
<input type="checkbox"/> My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes.	<input type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time.
<input type="checkbox"/> I am unemployed and (a) I am receiving/will receive unemployment benefits or (b) my unemployment benefits ended less than 6 months ago.	Other:
Explanation (continue on a separate sheet of paper if necessary):	

SECTION 3: PRINCIPAL RESIDENCE INFORMATION

(This section is required even if you are not seeking mortgage assistance on your principal residence)

I am requesting mortgage assistance with my principal residence ☐ Yes ☐ No

If "yes", I want to: ☐ Keep the property ☐ Sell the property

Property Address: _____ Loan I.D. Number: _____

Other mortgages or liens on the property? ☐ Yes ☐ No Lien Holder / Servicer Name: _____ Loan I.D. Number: _____

Do you have condominium or homeowner association (HOA) fees? ☐ Yes ☐ No If "Yes", Monthly Fee \$ _____ Are fees paid current? ☐ Yes ☐ No

Name and address that fees are paid to: _____

Does your mortgage payment include taxes and Insurance? ☐ Yes ☐ No If "No", are the taxes and insurance paid current? ☐ Yes ☐ No

Annual Homeowner's Insurance \$ _____

Is the property listed for sale? ☐ Yes ☐ No If "Yes", Listing Agent's Name: _____ Phone Number: _____

List date? _____ Have you received a purchase offer? ☐ Yes ☐ No Amount of Offer \$ _____ Closing Date: _____

Complete this section ONLY if you are requesting mortgage assistance with a property that is not your principal residence.

Principal residence servicer name: _____ Principal residence servicer phone number: _____

Is the mortgage on your principal residence paid? ☐ Yes ☐ No If "No", number of months your payment is past due (if known): _____

SECTION 4: COMBINED INCOME AND EXPENSE OF BORROWER AND CO-BORROWER

Monthly Household Income		Monthly Household Expenses/Debt (*Principal Residence Expense Only)		Household Assets	
Monthly Gross wages	\$	First Mortgage Principal & Interest Payment*	\$	Checking Account(s)	\$
Overtime	\$	Second Mortgage Principal & Interest Payment*	\$	Checking Account(s)	\$
Self employment Income	\$	Homeowner's Insurance*	\$	Savings / Money Market	\$
Unemployment Income	\$	Property Taxes*	\$	CDs	\$
Untaxed Social Security / SSD	\$	HOA/Condo Fees*	\$	Stocks / Bonds	\$
Food Stamps/Welfare	\$	Credit Cards/Installment debt (total min. payment)	\$	Other Cash on Hand	\$
Taxable Social Security or retirement income	\$	Child Support / Alimony	\$		
Child Support / Alimony**	\$	Car Payments	\$		
Tips, commissions, bonus and overtime	\$	Mortgage Payments other properties****	\$		
Gross Rents Received ***	\$	Other	\$	Value of all Real Estate except principal residence	\$
Other	\$			Other	\$
Total (Gross income)	\$	Total Debt/Expenses	\$	Total Assets	\$

** Alimony, child support or separate maintenance income need not be disclosed if you do not choose to have it considered for repaying your mortgage debt.

*** Include rental income received from all properties you own EXCEPT a property for which you are seeking mortgage assistance in Section 6.

**** Include mortgage payments on all properties you own EXCEPT your principal residence and the property for which you are seeking mortgage assistance in Section 6.

Required Income Documentation

(Your servicer may request additional documentation to complete your evaluation for MHA)

All Borrowers	<input type="checkbox"/> Include a signed IRS Form 4506-T or 4506T-EZ
<input type="checkbox"/> Do you earn a wage? Borrower Hire Date (MM/DD/YY) _____ Co-borrower Hire Date (MM/DD/YY) _____	<input type="checkbox"/> For each borrower who is a salaried employee or hourly wage earner, provide the most recent pay stub(s) that reflects at least 30 days of year-to-date income.
<input type="checkbox"/> Are you self-employed?	<input type="checkbox"/> Provide your most recent signed and dated quarterly or year-to date profit and loss statement.
<input type="checkbox"/> Do you receive tips, commissions, bonuses, housing allowance or overtime?	<input type="checkbox"/> Describe the type of income, how frequently you receive the income and third party documentation describing the income (e.g., employment contracts or printouts documenting tip income).
<input type="checkbox"/> Do you receive social security, disability, death benefits, pension, public assistance or adoption assistance?	<input type="checkbox"/> Provide documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider and receipt of payment (such as two most recent bank statements or deposit advices).
<input type="checkbox"/> Do you receive alimony, child support, or separation maintenance payments?	<input type="checkbox"/> Provide a copy of the divorce decree, separation agreement, or other written legal agreement filed with the court that states the amount of the payments and the period of time that you are entitled to receive them. AND <input type="checkbox"/> Copies of your two most recent bank statements or deposit advices showing you have received payment. Notice: Alimony, child support or separate maintenance income need not be disclosed if you do not choose to have it considered for repaying your mortgage debt.
<input type="checkbox"/> Do you have income from rental properties that are not your principal residence?	<input type="checkbox"/> Provide your most recent Federal Tax return with all schedules, including Schedule E. <input type="checkbox"/> If rental income is not reported on Schedule E, provide a copy of the current lease agreement with bank statements showing deposit of rent checks.

SECTION 5: OTHER PROPERTIES OWNED

(You must provide information about all properties that you or the co-borrower own, other than your principal residence and any property described in Section 6 below. Use additional sheets if necessary.)

Other Property #1	
Property Address: _____	Loan I.D. Number: _____
Servicer Name: _____	Mortgage Balance \$ _____ Current Value \$ _____
Property is: <input type="checkbox"/> Vacant <input type="checkbox"/> Second or seasonal home <input type="checkbox"/> Rented	Gross Monthly Rent \$ _____ Monthly mortgage payment* \$ _____
Other Property #2	
Property Address: _____	Loan I.D. Number: _____
Servicer Name: _____	Mortgage Balance \$ _____ Current Value \$ _____
Property is: <input type="checkbox"/> Vacant <input type="checkbox"/> Second or seasonal home <input type="checkbox"/> Rented	Gross Monthly Rent \$ _____ Monthly mortgage payment* \$ _____
Other Property #3	
Property Address: _____	Loan I.D. Number: _____
Servicer Name: _____	Mortgage Balance \$ _____ Current Value \$ _____
Property is: <input type="checkbox"/> Vacant <input type="checkbox"/> Second or seasonal home <input type="checkbox"/> Rented	Gross Monthly Rent \$ _____ Monthly mortgage payment* \$ _____

* The amount of the monthly payment made to your lender – including, if applicable, monthly principal, interest, real property taxes and insurance premiums..

SECTION 6: OTHER PROPERTY FOR WHICH ASSISTANCE IS REQUESTED(Complete this section **ONLY** if you are requesting mortgage assistance with a property that is not your principal residence.)I am requesting mortgage assistance with a rental property . ☐ Yes ☐ NoI am requesting mortgage assistance with a second or seasonal home . ☐ Yes ☐ NoIf "Yes" to either, I want to: ☐ Keep the property ☐ Sell the property

Property Address: _____ Loan I.D. Number: _____

Do you have a second mortgage on the property ☐ Yes ☐ No If "Yes", Servicer Name: _____ Loan I.D. Number: _____Do you have condominium or homeowner association (HOA) fees? ☐ Yes ☐ No If "Yes", Monthly Fee \$ _____ Are HOA fees paid current? ☐ Yes ☐ No

Name and address that fees are paid to: _____

Does your mortgage payment include taxes and insurance? ☐ Yes ☐ No If "No", are the taxes and insurance paid current? ☐ Yes ☐ No

Annual Homeowner's Insurance \$ _____ Annual Property Taxes \$ _____

If requesting assistance with a rental property, property is currently:

☐ Vacant and available for rent.

☐ Occupied without rent by your legal dependent, parent or grandparent as their principal residence.

☐ Occupied by a tenant as their principal residence.

☐ Other _____

If rental property is occupied by a tenant: Term of lease / occupancy _____ -- _____ / _____ / _____ Gross Monthly Rent \$ _____

MM / DD / YYYY MM / DD / YYYY

If rental property is vacant, describe efforts to rent property: _____

If applicable, describe relationship of and duration of non-rent paying occupant of rental property: _____

Is the property for sale? ☐ Yes ☐ No If "Yes", Listing Agent's Name: _____ Phone Number: _____List date? _____ Have you received a purchase offer? ☐ Yes ☐ No Amount of Offer \$ _____ Closing Date: _____**RENTAL PROPERTY CERTIFICATION**

(You must complete this certification if you are requesting a mortgage modification with respect to a rental property.)

☐ By checking this box and initialing below, I am requesting a mortgage modification under MHA with respect to the rental property described in this Section 6 and I hereby certify under penalty of perjury that each of the following statements is true and correct with respect to that property:

1. I intend to rent the property to a tenant or tenants for at least five years following the effective date of my mortgage modification. I understand that the servicer, the U.S. Department of the Treasury, or their respective agents may ask me to provide evidence of my intention to rent the property during such time. I further understand that such evidence must show that I used reasonable efforts to rent the property to a tenant or tenants on a year-round basis, if the property is or becomes vacant during such five-year period.

Note: The term "reasonable efforts" includes, without limitation, advertising the property for rent in local newspapers, websites or other commonly used forms of written or electronic media, and/or engaging a real estate or other professional to assist in renting the property, in either case, at or below market rent.

2. The property is not my secondary residence and I do not intend to use the property as a secondary residence for at least five years following the effective date of my mortgage modification. I understand that if I do use the property as a secondary residence during such five-year period, my use of the property may be considered to be inconsistent with the certifications I have made herein.

Note: The term "secondary residence" includes, without limitation, a second home, vacation home or other type of residence that I personally use or occupy on a part-time, seasonal or other basis.

3. I do not own more than five (5) single-family homes (i.e., one-to-four unit properties) (exclusive of my principal residence).

Notwithstanding the foregoing certifications, I may at any time sell the property, occupy it as my principal residence, or permit my legal dependent, parent or grandparent to occupy it as their principal residence with no rent charged or collected, none of which will be considered to be inconsistent with the certifications made herein.

This certification is effective on the earlier of the date listed below or the date the RMA is received by your servicer.

Initials: Borrower _____ Co-borrower _____

SECTION 7: DODD -FRANK CERTIFICATION

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their respective agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law. This certification is effective on the earlier of the date listed below or the date this RMA is received by your servicer.

SECTION 8: INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. **You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it.** If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. **If you do not wish to furnish the information, please check the box below.**

BORROWER <input type="checkbox"/> I do not wish to furnish this information	CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information						
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male						
To be completed by interviewer							
This request was taken by: <input type="checkbox"/> Face-to-face Interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="height: 30px; vertical-align: bottom;"><i>Interviewer's Name (print or type) & ID Number</i></td> </tr> <tr> <td style="width: 50%; height: 30px; vertical-align: bottom;"><i>Interviewer's Signature</i></td> <td style="width: 50%; height: 30px; vertical-align: bottom;"><i>Date</i></td> </tr> <tr> <td colspan="2" style="height: 30px; vertical-align: bottom;"><i>Interviewer's Phone Number (include area code)</i></td> </tr> </table>	<i>Interviewer's Name (print or type) & ID Number</i>		<i>Interviewer's Signature</i>	<i>Date</i>	<i>Interviewer's Phone Number (include area code)</i>	
<i>Interviewer's Name (print or type) & ID Number</i>							
<i>Interviewer's Signature</i>	<i>Date</i>						
<i>Interviewer's Phone Number (include area code)</i>							
<i>Name/Address of Interviewer's Employer</i>							

SECTION 9: BORROWER AND CO-BORROWER ACKNOWLEDGEMENT AND AGREEMENT

1. I certify that all of the information in this RMA 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, the U.S. Department of the Treasury, the owner or guarantor of my mortgage loan, or their respective agents 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 authorize and give permission to the Servicer, the U.S. Department of the Treasury, and their respective agents, to assemble and use a current consumer report on all borrowers obligated on the loan, to investigate each borrower's eligibility for MHA and the accuracy of my statements and any documentation that I provide in connection with my request for assistance. I understand that these consumer reports may include, without limitation, a credit report, and be assembled and used at any point during the application process to assess each borrower's eligibility thereafter.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or if it is determined that any of my statements or any information contained in the documentation that I provide are materially false and that I was ineligible for assistance under MHA, the Servicer, the U.S. Department of the Treasury, or their respective agents may terminate my participation in MHA, including any right to future benefits and incentives that otherwise would have been available under the program, and also may seek other remedies available at law and in equity, such as recouping any benefits or incentives previously received.
5. I certify that any property for which I am requesting assistance is a habitable residential property that is not subject to 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 the information I provide 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. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
9. If I am eligible for assistance under MHA, and I accept and agree to all terms of an MHA notice, plan, or agreement, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such notice, plan, or agreement by reference as if set forth therein in full. My first timely payment, if required, following my servicer's determination and notification of my eligibility or prequalification for MHA assistance will serve as my acceptance of the terms set forth in the notice, plan, or agreement sent to me.
10. I understand that my Servicer will collect and record personal information that I submit in this RMA and during the evaluation process, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, 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 MHA notice, plan or agreement to the U.S. Department of the Treasury and its agents, Fannie Mae and Freddie Mac in connection with their responsibilities under MHA, companies that perform support services in conjunction with MHA, any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) and to any HUD-certified housing counselor.
11. I consent to being contacted concerning this request for mortgage assistance at any e-mail address or cellular or mobile telephone number I have provided to the Servicer. This includes text messages and telephone calls to my cellular or mobile telephone.

The undersigned certifies under penalty of perjury that all statements in this document are true and correct.

Borrower Signature

Social Security Number

Date of Birth

Date

Co-borrower Signature

Social Security Number

Date of Birth

Date

HOMEOWNER'S HOTLINE

If you have questions about this document or the Making Home Affordable Program, please call your servicer.
If you have questions about the program that your servicer cannot answer or need further counseling, you can call the Homeowner's HOPE™ Hotline at **1-888-995-HOPE (4673)**.



The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.

NOTICE TO BORROWERS

Return your completed, signed and dated form to your mortgage servicer/company. If you're unsure of where to send the form, visit the Making Home Affordable website, www.makinghomeaffordable.gov. Find your mortgage company information by clicking: Get Answers >> Contact My Mortgage Company.

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 of your property, 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 my Servicer 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), or www.sigtarp.gov and provide them with your name, our name as your servicer, your property address, loan number and the reason for escalation.

Beware of Foreclosure Rescue Scams. Help is FREE!

- **There is never a fee to get assistance or information about the Making Home Affordable Program from your lender or a HUD-approved housing counselor.**
- **Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.**
- **Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.**
- **Never make your mortgage payments to anyone other than your mortgage company without their approval.**
- **If you think you've been scammed, visit www.makinghomeaffordable.gov. Click on Get Answers >> Avoid Scams/File a Complaint.**



Loan number: <loan_num>

Mortgage Assistance Application

If you are having mortgage payment challenges, please complete and submit this application, along with the required documentation, to [servicer name] via mail: [address], fax: [fax #], or online: [website/email address]. We will contact you within five business days to acknowledge receipt and let you know if you need to send additional information or documents.

We will use the information you provide to help us identify the assistance you may be eligible to receive. If you need help completing this application, please contact [servicer name] at [phone #].

For a list of HUD-approved housing counseling agencies that can provide foreclosure prevention information, contact one of the following federal government agencies:

- The U.S. Department of Housing and Urban Development (HUD) at (800) 569-4287 or www.hud.gov/counseling
- The Consumer Financial Protection Bureau (CFPB) at (855) 411-2372 or www.consumerfinance.gov/mortgagehelp

If you need assistance with translation or other language assistance, HUD-approved housing counseling agencies may be able to assist you. These services are provided without charge.

Borrower Information

Borrower's name: _____

Social Security Number (last 4 digits): _____

E-mail address: _____

Primary phone number: _____ ☐ Cell ☐ Home ☐ Work ☐ Other

Alternate phone number: _____ ☐ Cell ☐ Home ☐ Work ☐ Other

Co-borrower's name: _____

Social Security Number (last 4 digits): _____

E-mail address: _____

Primary phone number: _____ ☐ Cell ☐ Home ☐ Work ☐ Other

Alternate phone number: _____ ☐ Cell ☐ Home ☐ Work ☐ Other

Preferred contact method (choose all that apply): ☐ Cell phone ☐ Home phone ☐ Work phone ☐ Email ☐ Text—checking this box indicates your consent for text messaging

Is either borrower on active duty with the military (including the National Guard and Reserves), the dependent of a borrower on active duty, or the surviving spouse of a member of the military who was on active duty at the time of death? ☐ Yes ☐ No

Property Information

Property Address: _____

Mailing address (if different from property address): _____

- The property is currently: ☐ A primary residence ☐ A second home ☐ An investment property
- The property is (select all that apply): ☐ Owner occupied ☐ Renter occupied ☐ Vacant
- I want to: ☐ Keep the property ☐ Sell the property ☐ Transfer ownership of the property to my servicer ☐ Undecided

Is the property listed for sale? ☐ Yes ☐ No – If yes, provide the listing agent's name and phone number—or indicate “for sale by owner” if applicable: _____

Is the property subject to condominium or homeowners' association (HOA) fees? ☐ Yes ☐ No – If yes, indicate monthly dues: \$ _____

Hardship Information

The hardship causing mortgage payment challenges began on approximately (date) _____ and is believed to be:

- ☐ Short-term (up to 6 months)
- ☐ Long-term or permanent (greater than 6 months)
- ☐ Resolved as of (date) _____

TYPE OF HARDSHIP (CHECK ALL THAT APPLY)	REQUIRED HARDSHIP DOCUMENTATION
<input type="checkbox"/> Unemployment	<ul style="list-style-type: none"> Not 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)	<ul style="list-style-type: none"> Not required
<input type="checkbox"/> Increase in housing-related expenses: a hardship that has caused an increase in your housing expenses due to circumstances outside your control (e.g., uninsured losses, increased property taxes, HOA special assessment)	<ul style="list-style-type: none"> Not required
<input type="checkbox"/> Disaster (natural or man-made) impacting the property or borrower's place of employment	<ul style="list-style-type: none"> Not required
<input type="checkbox"/> Long-term or permanent disability, or serious illness of a borrower/co-borrower or dependent family member	<ul style="list-style-type: none"> Written statement from the borrower, or other documentation verifying disability or illness Note: Detailed medical information is not required, and information from a medical provider is not required
<input type="checkbox"/> Divorce or legal separation	<ul style="list-style-type: none"> Final divorce decree or final separation agreement OR Recorded quitclaim deed
<input type="checkbox"/> Separation of borrowers unrelated by marriage, civil union, or similar domestic partnership under applicable law	<ul style="list-style-type: none"> Recorded quitclaim deed OR Legally binding agreement evidencing that the non-occupying borrower or co-borrower has relinquished all rights to the property
<input type="checkbox"/> Death of borrower or death of either the primary or secondary wage earner	<ul style="list-style-type: none"> Death certificate OR Obituary or newspaper article reporting the death
<input type="checkbox"/> Distant employment transfer/relocation	<ul style="list-style-type: none"> For active duty service members: Permanent Change of Station (PCS) orders or letter showing transfer. For employment transfers/new employment: Copy of signed offer letter or notice from employer showing transfer to a new location or written explanation if employer documentation not applicable, AND Documentation that reflects the amount of any relocation assistance provided (not required for those with PCS orders)
<input type="checkbox"/> Other – hardship that is not covered above: _____ _____ _____ _____ _____	<ul style="list-style-type: none"> Written explanation describing the details of the hardship and any relevant documentation

Borrower Income

Please enter all borrower income amounts in middle column.

MONTHLY TOTAL BORROWER INCOME TYPE & AMOUNT		REQUIRED INCOME DOCUMENTATION
Gross (pre-tax) wages, salaries and overtime pay, commissions, tips, and bonuses	\$	<ul style="list-style-type: none"> Most recent pay stub and documentation of year-to-date earnings if not on pay stub OR Two most recent bank statements showing income deposit amounts
Self-employment income	\$	<ul style="list-style-type: none"> Two most recent bank statements showing self-employed income deposit amounts OR Most recent signed and dated quarterly or year-to-date profit/loss statement OR Most recent complete and signed business tax return OR Most recent complete and signed individual federal income tax return
Unemployment benefit income	\$	<ul style="list-style-type: none"> No documentation required
Taxable Social Security, pension, disability, death benefits, adoption assistance, housing allowance, and other public assistance	\$	<ul style="list-style-type: none"> Two most recent bank statements showing deposit amounts OR Award letters or other documentation showing the amount and frequency of the benefits
Non-taxable Social Security or disability income	\$	<ul style="list-style-type: none"> Two most recent bank statements showing deposit amounts OR Award letters or other documentation showing the amount and frequency of the benefits
Rental income (rents received, less expenses other than mortgage expense)	\$	<ul style="list-style-type: none"> Two most recent bank statements demonstrating receipt of rent OR Two most recent deposited rent checks
Investment or insurance income	\$	<ul style="list-style-type: none"> Two most recent investment statements OR Two most recent bank statements supporting receipt of the income
Other sources of income not listed above (Note: Only include alimony, child support, or separate maintenance income if you choose to have it considered for repaying this loan)	\$	<ul style="list-style-type: none"> Two most recent bank statements showing receipt of income OR Other documentation showing the amount and frequency of the income

Current Borrower Assets

Exclude retirement funds such as a 401(k) or Individual Retirement Account (IRA), and college savings accounts such as a 529 plan.

Checking account(s) and cash on hand	\$
Savings, money market funds, and Certificates of Deposit (CDs)	\$
Stocks and bonds (non-retirement accounts)	\$
Other:	\$

Borrower Certification and Agreement

1. I certify and acknowledge that all of the information in this Mortgage Assistance Application is truthful, and the hardship I identified contributed to my need for mortgage relief. Knowingly submitting false information may violate Federal and other applicable law.
2. I agree to provide my servicer with all required documents, including any additional supporting documentation as requested, and will respond in a timely manner to all servicer or authorized third party* communications.
3. I acknowledge and agree that my 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.
4. I consent to the servicer or authorized third party* obtaining a current credit report for the borrower and co-borrower.
5. I consent to the disclosure by my servicer, authorized third party,* or any investor/guarantor of my mortgage loan(s), of any personal information collected during the mortgage assistance process and of any information about any relief I receive, to any third party that deals with my first lien or subordinate lien (if applicable) mortgage loan(s), including Fannie Mae, Freddie Mac, or any investor, insurer, guarantor, or servicer of my mortgage loan(s) or any companies that provide support services to them, for purposes permitted by applicable law. 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.
6. I agree that the terms of this borrower certification and agreement will apply to any modification trial period plan, repayment plan, or forbearance plan that I may be offered based on this application. If I receive an offer for a modification trial period plan or repayment plan, I agree that my first timely payment under the plan will serve as acceptance of the plan.
7. I consent to being contacted concerning this application 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.*

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

Borrower signature: _____ Date: _____

Co-Borrower signature: _____ Date: _____

Please submit your completed application, together with the required documentation, to [servicer name] via mail: [address], fax: [fax #], or online: [website/email address]. We will contact you within five business days to acknowledge receipt and let you know if you need to send additional information or documents.

We will use the information you provided to help us identify the assistance you may be eligible to receive.

Request for Transcript of Tax Return

- ▶ **Do not sign this form unless all applicable lines have been completed.**
▶ **Request may be rejected if the form is incomplete or illegible.**
▶ **For more information about Form 4506-T, visit www.irs.gov/form4506t.**

OMB No. 1545-1872

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	
5a If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.	
5b Customer file number (if applicable) (see instructions)	

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

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶

a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120-A, Form 1120-H, Form 1120-L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days ☐

b Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 10 business days ☐

c Record of Account, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business days ☐

7 Verification of Nonfiling, which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days ☐

8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2011, filed in 2012, will likely not be available from the IRS until 2013. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 10 business days ☐

Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

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

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note:** This form must be received by IRS within 120 days of the signature date.

☐ **Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506-T.** See instructions.

Phone number of taxpayer on line 1a or 2a

Sign Here

Signature (see instructions)	Date
Title (if line 1a above is a corporation, partnership, estate, or trust)	
Spouse's signature	Date

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about Form 4506-T and its instructions, go to www.irs.gov/form4506t. Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

What's New. The transcripts provided by the IRS have been modified to protect taxpayers' privacy. Transcripts only display partial personal information, such as the last four digits of the taxpayer's Social Security Number. Full financial and tax information, such as wages and taxable income, is shown on the transcript.

A new optional Customer File Number field is available to use when requesting a transcript. You have the option of inputting a number, such as a loan number, in this field. You can input up to 10 numeric characters. The customer file number should not contain an SSN. This number will print on the transcript. The customer file number is an optional field and not required.

General Instructions

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

Purpose of form. Use Form 4506-T to request tax return information. You can also designate (on line 5a) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

Note: If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Automated transcript request. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:

Mail or fax to:

Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team Stop 6716 AUSC Austin, TX 73301	855-587-9604
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Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	Internal Revenue Service RAIVS Team Stop 37106 Fresno, CA 93888	855-800-8105
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Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	Internal Revenue Service RAIVS Team Stop 6705 S-2 Kansas City, MO 64999	855-821-0094
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Chart for all other transcripts

If you lived in or your business was in:

Mail or fax to:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin, Wyoming, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409	855-298-1145
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Maine, Massachusetts, New Hampshire, New York, Pennsylvania, Vermont	Internal Revenue Service RAIVS Team Stop 6705 S-2 Kansas City, MO 64999	855-821-0094
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Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P.O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note: If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party — Business.

Line 5b. Enter up to 10 numeric characters to create a unique customer file number that will appear on the transcript. The customer file number **should not** contain an SSN. Completion of this line is not required.

Note. If you use an SSN, name or combination of both, we will not input the information and the customer file number will be blank on the transcript.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. The IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.



You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed and returned to you if the box is unchecked.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506-T but must provide documentation to support the requester's right to receive the information.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer. **Note:** If you are Heir at law, Next of kin, or Beneficiary you must be able to establish a material interest in the estate or trust.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Signature by a representative. A representative can sign Form 4506-T for a taxpayer only if the taxpayer has specifically delegated this authority to the representative on Form 2848, line 5. The representative must attach Form 2848 showing the delegation to Form 4506-T.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form**, 10 min.; **Preparing the form**, 12 min.; and **Copying, assembling, and sending the form to the IRS**, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Forms and Publications Division
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

The Law Offices of
JAMES N. BROWN, P.A.

1110 North Olive Ave., West Palm Beach, FL 33401, (561) 838-9595, Fax: (561) 838-5657
E-mail: jim@jnbpa.com

RE: ("Borrower")
Loan Number:
Mortgage Lender:
Our file:
Short Sale Property:

Dear

Regarding the above referenced mortgage(s), with this letter agreement you have retained this firm to negotiate a short sale with the mortgage lenders in an attempt to mitigate the dollar value of your mortgage loan debt liability. We do not represent you in any past, present, or future mortgage foreclosure action, and will not represent you in any such action unless you enter into a separate written agreement with this firm to do so. We will be working with the mortgage lender and realtor (if applicable) only, in an attempt to reduce your mortgage debt liability. Please contact this firm if you would like representation in a foreclosure action.

The responsibility to provide representation will be accepted and the work shall begin when this firm receives the following; this Agreement signed, the signed borrower's authorization, and the fee payment of \$750.00 ("Fee"), it being fully understood by the Borrower that the Fee is fully earned by this firm at the time it is received by the firm, regardless of the outcome of the negotiations. Modifications are deemed completed at the time a written temporary or permanent modification is obtained. In all "short-sale" transactions this firm shall also charge a negotiation fee at closing ranging in value from \$1,500 to \$2,500.00 which shall be paid out of the closing proceeds. In some settlements, the negotiation fee may be rejected by the "short-paid" lender. If this occurs said fee shall become the responsibility of the Borrower.

In consideration of the Fee this firm shall (based upon the Borrowers' particular circumstances and desires) negotiate the following with the mortgage lender(s); requests for rate, principal, or term reductions, or other loan modifications, and/or, requests for a "short-sale", deed in lieu of foreclosure, or loan forbearance or forgiveness. Any services requested by Borrower outside of the aforementioned scope of services provided in this agreement, shall be provided only after a written agreement to provide such services has been entered into by the firm and Borrower.

So that you may exercise any option the lender offers we highly advise listing the property for sale. If the property is listed for sale already please provide us with contact information for the listing agent and a copy of the listing agreement. If it is not listed, let us know and we would be happy to refer an agent to assist with the listing.

Prior to any settlement with the mortgage lender(s), this firm shall provide to the Borrower the settlement options the mortgage lender(s) is offering. This firm shall not finalize a settlement with the mortgage lender(s) until it receives approval from all of the Borrowers. If a mutually agreeable settlement is reached, and in order to conclude such settlement, it is the sole obligation of the Borrower to make final payment to the mortgage lender, execute all mortgage lender required documentation, or finalize the sale of the property (as is required by the mortgage lender). If the settlement includes a Deed in Lieu of Foreclosure, there may be additional fees to finalize this transaction.

This firm does not does not guarantee nor warrant in any way the outcome of our negotiations with your mortgage lender. In other words, we could contact the bank daily, tender every document they request immediately, and do an otherwise perfect job of addressing their issues, and the mortgage lender could still elect to not grant any mortgage debt relief and foreclose on your property. What this firm is attempting to do is to minimize the money you are liable to the mortgage lender for; it is a business decision and the mortgage lender's prerogative as to how they respond to our offers.

This firm shall use the skills it has acquired from its experience in similar situations to negotiate the best possible deal that it is able. However, since there is so much discretion in the mortgage lender's hands as to how they may react, it is not possible to predict with any degree of accuracy what alternatives they may offer. We can only tell you what we have seen mortgage lenders offer in the past in factually similar situations. Given this, Borrowers hereby agree to hold this firm harmless including its officers, members, managers and respective representatives, executors, agents, and assigns from any and all claims, demands, rights of action or causes of action, present or future, arising out of or connected to services herein provided.

Borrowers should understand that the "deal" this firm may negotiate, may be no better than a "deal" the Borrower may be able to obtain on their own. What we offer is the ability to deal with the mortgage lenders efficiently and diligently based on our experience in similar situations.

Borrowers agree that this firm shall have the right to withdraw from this agreement if:

1. The required payments are not made,
2. Borrowers have misrepresented or failed to disclose important facts,
3. Borrowers file for bankruptcy, or
4. Borrowers are no longer available through the contact information provided to this firm by Borrowers.

Borrowers shall keep this firm updated with their current address, telephone number and other contact information.

Borrowers are strongly encouraged to seek the advice of a bankruptcy attorney and an income tax professional with regard to possible income tax liability. This firm shall provide basic tax advice during the course of engagement, but we are not able to predict your actual tax liability under any offer scenario the lender may provide.

Please be aware, that if the negotiations are not successful, you may owe more in the future than you owe today on your mortgage loan. Although this Agreement may seem lengthy, experience shows that the lawyer and client relationship is enhanced when there is a clear understanding of the financial obligations and lawyer's scope of work at the beginning of the relationship.

I have attached a document titled "Borrower Authorization". This document authorizes this firm and the mortgage lender to speak to each other directly. Please sign this form and return it with the agreement.

Please acknowledge your agreement to the terms and conditions contained herein by signing this letter and returning a copy to this firm. Our work on your mortgage shall commence once we receive this letter with your signature and the above referenced Fee.

Please call with any questions you may have.

Sincerely,

James N. Brown, Esq.

_____	_____
	Date
_____	_____
	Date
_____	_____
	Date

JB:rh

Enclosures: 2 pages, Authorization, Checklist