

Dear Customer,

Thank you for contacting us about the assistance programs which are available for homeowners who are having trouble making mortgage payments due to financial hardship.<sup>1</sup>

If your financial hardship is temporary, we may be able to help you keep your home and avoid foreclosure via a **repayment plan** or a **loan modification**. If you are experiencing a long-term or permanent financial hardship, we may be able to help you avoid foreclosure as well, but it may require selling your home (**pre-foreclosure** or **short sale**) or voluntarily giving up the deed to your property (**Deed-in-lieu**).<sup>2</sup>

As your loan servicer, we want to work with you to find the option that is best for you.

**It is very important for you to send us the following information right away:**

- 1) Complete the attached forms, which are listed below. Make sure you fill in all of the information completely and print. You and your co-borrowers must sign and date forms where indicated.
  - a. Mortgage Service Center Fax/Email Cover Sheet
  - b. Uniform Borrower Assistance Form
  - c. Monthly Expenditures
  - d. Mortgage Service Center Authorization to Disclose Information
  - e. Anti-Fraud Agreement
  - f. Affidavit of "Arms Length Transaction"
  - g. IRS Form 4506-T (Request for Transcript of Tax Return)
- 2) Pay Stubs for the last 60 days for all borrowers on your loan.
  - a. Verification of deposits (for the last 60 days) into the checking and savings accounts for all income sources for all borrowers on your loan.
- 3) If you are considering a short sale or deed-in-lieu, include a copy of the listing agreement as well as your last two months (60 days) worth of bank statements for all accounts.
  - a. Checking, Savings, Money Markets, IRA, Roth IRA, 401K, Mutual Funds, Trust, and Stocks

Please Fax, Email, or Mail all information to the Loss Mitigation Department: (Please use the enclosed Fax/Email Cover Sheet)

Mail: Mortgage Service Center  
Mail Stop SV21  
2001 Bishops Gate Blvd.  
Mt. Laurel, NJ 08054  
Attn: Loss Mitigation  
Fax: (856) 917-2848  
Email: [HAT@MORTGAGEFAMILY.COM](mailto:HAT@MORTGAGEFAMILY.COM)

The documents you send must be complete or we will return your package, which will delay the processing of your request for assistance.

**Please reply soon. Any delay may prevent us from helping you find the best solution.**

Please contact the Loss Mitigation Department at (800) 750 – 2518 if you have any questions or need additional information about our Homeowner Assistance Program.

Thank you,

Sincerely,  
Loss Mitigation Department  
(800) 750 – 2518  
Fax: (856) 917- 2848  
Email: [HAT@MORTGAGEFAMILY.COM](mailto:HAT@MORTGAGEFAMILY.COM)

1. Our conversation, this correspondence and your offer to review any information that you submit DO NOT REPRESENT A GUARANTEE that relief will be granted by the mortgage loan Investor, the Insurer or Guarantor of your loan, as applicable. IF YOU HAVE BEEN NOTIFIED THAT FORECLOSURE ACTIVITY HAS BEGUN, SUCH ACTIVITY WILL CONTINUE UNTIL YOUR LOAN IS CURRENT OR UNTIL YOU RECEIVE FORMAL WRITTEN NOTIFICATION THAT RELIEF HAS BEEN GRANTED.

2. A pre-foreclosure (short) sale or deed-in-lieu may have federal income tax consequences. We encourage you to consult the IRS or your tax advisor for additional information.

# UNIFORM BORROWER ASSISTANCE FORM

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

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

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

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

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

I want to:             Keep the Property         Sell the Property

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

The property is currently:    Owner Occupied             Renter occupied     Vacant

BORROWER		CO-BORROWER	
BORROWER'S NAME		CO-BORROWER'S NAME	
SOCIAL SECURITY NUMBER	DATE OF BIRTH	SOCIAL SECURITY NUMBER	DATE OF BIRTH
HOME PHONE NUMBER WITH AREA CODE		HOME PHONE NUMBER WITH AREA CODE	
CELL OR WORK NUMBER WITH AREA CODE		CELL OR WORK NUMBER WITH AREA CODE	

MAILING ADDRESS \_\_\_\_\_

PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME) \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

<p>Is the property listed for sale?   <input type="checkbox"/> Yes    <input type="checkbox"/> No                  If yes, what was the listing date? _____                  If property has been listed for sale, have you received an offer on the property?   <input type="checkbox"/> Yes    <input type="checkbox"/> No                  Date of offer: _____ Amount of Offer: \$ _____                  Agent's Name: _____                  Agent's Phone Number: _____                  For Sale by Owner?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>	<p>Have you contacted a credit counseling agency for help?   <input type="checkbox"/> Yes    <input type="checkbox"/> No                  If yes, please complete the counselor contact information below:                  Counselor's Name: _____                  Agency's Name: _____                  Counselor's Phone Number: _____                  Counselor's Email: _____</p>
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Do you have condominium or homeowner association (HOA) fees?    Yes     No  
 Total monthly amount: \$ \_\_\_\_\_  
 Name and address that fees are paid to: \_\_\_\_\_

Have you filed for bankruptcy?     Yes     No  
 If yes:                                     Chapter 7     Chapter 13    Filing Date: \_\_\_\_\_  
 Has your bankruptcy been discharged?    Yes     No                    Bankruptcy case number: \_\_\_\_\_

# UNIFORM BORROWER ASSISTANCE FORM

Monthly Household Income		Monthly Household Expenses/Debt		Household Assets (associated with the property and/or borrower(s))	
Monthly Gross wages	\$	First Mortgage Payment	\$	Checking Account(s)	\$
Overtime	\$	Second Mortgage Payment	\$	Checking Account(s)	\$
Child Support / Alimony*	\$	Homeowner's Insurance	\$	Savings / Money Market	\$
Non-taxable social security/SSDI	\$	Property Taxes	\$	CDs	\$
Taxable SS benefits or other monthly income from annuities or retirement plans	\$	Credit Cards / Installment Loan(s) (total minimum payment per month)	\$	Stocks / Bonds	\$
Tips, commissions, bonus and selfemployed income	\$	Alimony, child support Payments*	\$	Other Cash on Hand	\$
Rents Received	\$	Car lease Payments	\$	Other Real Estate (estimated value)	\$
Unemployment Income	\$	HOA/Condo Fees/Property Maintenance	\$	Other _____	\$
Food Stamps/Welfare	\$	Mortgage Payments on other properties	\$		\$
Other _____	\$	Other _____	\$		\$
<b>Total (Gross Income)</b>	<b>\$</b>	<b>Total Debt/Expenses</b>	<b>\$</b>	<b>Total Assets</b>	<b>\$</b>

Lien Holder's Name: \_\_\_\_\_ Balance / Interest Rate: \_\_\_\_\_ Loan Number: \_\_\_\_\_

## Required Income Documentation

<p><input type="checkbox"/> <b>Do you earn a wage?</b> For each borrower who is a salaried employee or hourly wage earner, include the most recent <u>pay stub that reflects at least 30 days</u> of yeartodate earnings for each borrower.</p>	<p><input type="checkbox"/> <b>Are you self-employed?</b> For each borrower who receives self-employed income, include a complete, signed individual federal income tax return and, as applicable, the business tax return; AND <u>either the most recent signed and dated quarterly or yeartodate profit/loss statement</u> that reflects activity for the most recent three months; OR copies of bank statements for the business account for the last two months evidencing continuation of business activity</p>
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**Do you have any additional sources of income?** Provide for each borrower as applicable:

**“Other Earned Income” such as bonuses, commissions, housing allowance, tips, or overtime:**  
 .. Reliable third party documentation describing the nature of the income (e.g., employment contract or printouts documenting tip income).

**Social Security, disability or death benefits, pension, public assistance, or adoption assistance:**  
 .. Documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider, and  
 .. Documentation showing the receipt of payment, such as copies of the two most recent bank statements showing deposit amounts.

**Tax Returns:**  
 .. Last two years of tax returns – signed include all schedules and W-2 for the last two years

**Rental income:**  
 .. Copy of the most recent filed federal tax return with all schedules, including Schedule E—Supplement Income and Loss. Rental income for qualifying purposes will be 75% of the gross rent reduced by the monthly debt service on the property, if applicable; or  
 .. If rental income is not reported on Schedule E—Supplemental Income and Loss, provide a copy of the current lease agreement with either bank statements or cancelled rent checks demonstrating receipt of rent.

**Investment income:**  
 .. Copies of the two most recent investment statements or bank statements supporting receipt of this income.

**Alimony, child support, or separation maintenance payments as qualifying income:\***  
 .. Copy of divorce decree, separation agreement, or other written legal agreement filed with a court, or court decree that states the amount of the alimony, child support, or separation maintenance payments and the period of time over which the payments will be received, and  
 .. Copies of your two most recent bank statements or other third party documents showing receipt of payment.

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

# UNIFORM BORROWER ASSISTANCE FORM

## HARDSHIP AFFIDAVIT

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

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

Date Hardship Began is: \_\_\_\_\_

I believe that my situation is:

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

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

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

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

## UNIFORM BORROWER ASSISTANCE FORM

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# Monthly Expenditures

DESCRIPTION	MONTHLY DUE	BALANCE DUE	DELINQUENT? Y/N	NOTES
<b>Household Expenses:</b>				
Mortgage Payment				
Other Mortgages				
Non-Escrow Taxes/Insurance				
Homeowner/Condo/Co-op Assoc. Fees.				
Alimony / Child Support				
Child Care				
Electric / Gas / Heat				
Water / Sewage				
Telephone / Cell / Internet				
Food for Household				
School / Work Lunches				
Clothing / Dry Cleaning				
Cable TV / Satellite				
<b>Total Household Expenses:</b>	\$	\$		
<b>Credit Card Expenses:</b>				
VISA				
MasterCard				
Dept. Store Credit Cards				
Other Credit Cards				
<b>Total Credit Cards Expenses:</b>	\$	\$		
<b>Auto Expenses:</b>				
Auto Loan #1				
Auto Loan #2				
Auto Insurance				
Gasoline				
Auto Repairs				
Parking				
<b>Total Auto Expenses:</b>	\$	\$		
<b>Personal Loans:</b>				
Personal Loan #1				
Personal Loan#2				
<b>Total Personal Loans:</b>	\$	\$		
<b>Insurance/Medical Expenses:</b>				
Health Insurance				
Life Insurance				
Doctors / Dentists				
Prescriptions				
Medical Bills				
<b>Total Ins/Medical Expenses:</b>	\$	\$		
<b>Miscellaneous Expenses:</b>				
Charity / Donations				
Union / Club Dues				
Entertainment				
Sports / Hobbies				
Vacations				
Misc. Expense #1				
Misc. Expense #2				
Misc. Expense #3				
<b>Total Misc. Expenses:</b>	\$			
<b>Total Expenses:</b>	\$			

**Please Note:** DO NOT List Bills in the MONTHLY DUE column if they are a "one time" debt.

Please note if any of the above bills are deducted from your paycheck in the Notes Column.

Please note any loans which will be paid in full within the next 6 months.

# Mortgage Service Center

(Please Print)

## Authorization to Disclose Information

**Mortgagor Name(s):** \_\_\_\_\_

**Loan Number:** \_\_\_\_\_

This document will authorize the servicer of my loan, and any and all parties affiliated to disclose to:

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Company

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

any and all information, records or reports concerning my mortgage loan, as fully and freely as they would disclose such information to me, excluding consumer reporting information. Except as expressly provided for herein, this authorization does not affect or change any previous elections I may have made to opt-out of your information sharing practices.

It is my intent that this authorization serves as my consent to provide a full disclosure to the above party of any and all information in any circumstances where my consent may be required or requested. It does not authorize the above party to take any action on my account including but not limited to demographic changed, loan documents requests, payment applications or reversals, etc., nor does it allow for the disclosure of consumer reporting information.

When disclosing information regarding my account, the above party will need to provide this password:

\_\_\_\_\_  
Password – Optional (Please Print)

A photocopy and/fax copy of this authorization shall be considered to be as valid as the original.

This authorization will remain effective until my mortgage servicer received notification of revocation in writing at the address below or until:

\_\_\_\_\_  
Print Date

By signing here, you are authorizing my mortgage loan servicer to discuss with the above named party, information regarding my mortgage as described above.

\_\_\_\_\_  
Mortgagors Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mortgagors Signature

\_\_\_\_\_  
Date

**Please Mail, fax or email this completed authorization to:**

Mortgage Service Center

P.O. Box 5452

Mt. Laurel, NJ 08054

Fax: (856) 917 – 2848

Email: [HAT@MORTGAGEFAMILY.COM](mailto:HAT@MORTGAGEFAMILY.COM)

# MORTGAGE FRAUD IS INVESTIGATED BY THE FBI



Mortgage Fraud is investigated by the Federal Bureau of Investigation and is punishable by up to 30 years in federal prison or \$1,000,000 fine, or both. It is illegal for a person to make any false statement regarding income, assets, debt, or matters of identification, or to willfully overvalue any land or property, in a loan and credit application for the purpose of influencing in any way the action of a financial institution.

Some of the applicable Federal criminal statutes which may be charged in connection with Mortgage Fraud include:

- 18 U.S.C. § 1001 - Statements or entries generally
- 18 U.S.C. § 1010 - HUD and Federal Housing Administration Transactions
- 18 U.S.C. § 1014 - Loan and credit applications generally
- 18 U.S.C. § 1028 - Fraud and related activity in connection with identification documents
- 18 U.S.C. § 1341 - Frauds and swindles by Mail
- 18 U.S.C. § 1342 - Fictitious name or address
- 18 U.S.C. § 1343 - Fraud by wire
- 18 U.S.C. § 1344 - Bank Fraud
- 42 U.S.C. § 408(a) - False Social Security Number

Unauthorized use of the FBI seal, name, and initials is subject to prosecution under Sections 701, 709, and 712 of Title 18 of the United States Code. This advisement may not be changed or altered without the specific written consent of the Federal Bureau of Investigation, and is not an endorsement of any product or service.



# ANTI-FRAUD AGREEMENT

## ALL PARTIES TO THIS SHORT SALE MUST EXECUTE THIS AGREEMENT

The signatories hereunder ("Borrower and Related Parties") acknowledge that the lender, servicer and/or owner of the loan(s) (collectively, the "Mortgagee") have relied on their representations relating to the subject transaction. Borrower and Related Parties attest that all material and relevant facts relating to the subject transaction have been disclosed to the Mortgagee and that the entire financial transaction shall be reflected on a Mortgagee approved Settlement Statement. Borrower and Related Parties have read attached FBI warning and understand that Mortgage Fraud is a crime. Borrower and Related Parties confirm they are not engaged in any act that would constitute Mortgage Fraud or are otherwise attempting to defraud the Mortgagee.

The Mortgagee investigates and reports occurrences of suspected mortgage fraud to the FBI or local police authorities and pursues individuals conspiring or colluding to defraud Mortgage Lenders for civil damages.

### **SELLER'S INFORMATION**

_____ Seller's Name (Please Print)	_____ Seller's Signature	_____ Date
_____ Co-Seller's Name (Please Print)	_____ Co-Seller's Signature	_____ Date
_____ Seller's Current Address		
_____ Seller's Agent Name (Please Print)	_____ Seller's Agent Signature	_____ Date
_____ Agent's License Number	_____ Agency	_____ Date

### **BUYER'S INFORMATION**

_____ Buyer's Name (Please Print)	_____ Buyer's Signature	_____ Date
_____ Co-Buyer's Name (Please Print)	_____ Co-Buyer's Signature	_____ Date
_____ Buyer's Current Address		
_____ Buyer's Agent Name (Please Print)	_____ Buyer's Agent Signature	_____ Date
_____ Agent's License Number	_____ Agency	_____ Date

In addition to the attestation by the selling and buying parties above, please provide the following information for all indirect participants in the short sales transaction. All data must be provided prior to short sale approval, failure to provide information will result in short sale request being suspended.

### **ADDITIONAL PARTICIPANT INFORMATION**

_____ Listing Broker (Please Print)	_____ Address	_____ Date
_____ Buyer's Lending Institution (Please Print)	_____ Address	_____ Date
_____ Title Company (Please Print)	_____ Address	_____ Date
_____ Closing Attorney (Please Print)	_____ Address	_____ Date
_____ Short Sale Assistance Firm (Please Print)	_____ Address	_____ Date

## AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"

Pursuant to a residential purchase agreement ("Agreement"), the parties identified below as "Seller(s)" and "Buyer(s)," respectively, are involved in a real estate transaction whereby the Mortgage Servicer Account Number identified as **Loan Number:** \_\_\_\_\_ the real property commonly known as **Address:** \_\_\_\_\_ ("Property") will be sold by Seller(s) to Buyer(s). The Investor ("Lender") holds a deed of trust or mortgage against the Property. In order to complete the sale of the Property, Seller(s) and Buyer(s) have jointly asked Lender to discount the total amount owed on the loan which is secured by the deed of trust or mortgage. Lender, in consideration for the representations made below by Seller(s), Buyer(s), and their respective agents, agrees to a short sale on the express condition that Seller(s), Buyers, and their respective agents (including, without limitation, real estate agents, escrow agents, and title agents) each truthfully represents, affirms, and states as follows:

- (a) The sale of the Mortgaged Premises is an "arm's length" transaction, between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- (b) There are no agreements, understandings or contracts between the parties that the Borrower will remain in the Mortgaged Premises as a tenant or later obtain title or ownership of the Mortgaged Premises, except to the extent that the Borrower is permitted to remain as a tenant on the Mortgaged Premises for a short term, as is common and customary in the market but no longer than ninety (90) days, in order to facilitate relocation;
- (c) Neither the Borrower(s) nor the purchaser(s) will receive any funds or commissions from the sale of the Mortgaged Premises. The Borrower may receive a payment if it is offered by **PHH Mortgage**, approved by the **Investor** and reflected on the HUD-1 Settlement Statement.
- (d) There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Mortgaged Premises that have not been disclosed to the Servicer.
- (e) All amounts to be paid to any party, including holders of other liens on the Mortgaged Premises, in connection with the short payoff transaction have been disclosed to and approved by the Servicer and will be reflected on the HUD-1 Settlement Statement
- (f) Each signatory understands, agrees and intends that the Servicer and **Investor** are relying upon the statements made in the affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Mortgaged Premises;
- (g) A signatory who makes a negligent or intentional misrepresentation agrees to indemnify the Servicer and **Investor** for any and all loss resulting from the misrepresentation including, but not limited to, repayment of the amount of the reduced payoff of the Mortgage;
- (h) The certification will survive the closing of the transaction; and
- (i) Each signatory understands that a misrepresentation may subject the party making the misrepresentation to civil and/or criminal liability

I declare under penalty of perjury under the laws of the State of \_\_\_\_\_ that all statements made in this Affidavit are true and correct.

**Additionally, I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly and willfully make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.**

Seller: \_\_\_\_\_  
Date

Seller: \_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Buyer: \_\_\_\_\_  
Date

Buyer: \_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Listing Broker: \_\_\_\_\_  
Date

Purchaser's  
Broker: \_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Transaction  
Facilitator: \_\_\_\_\_  
Date

Transaction  
Facilitator: \_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Escrow/Closing  
Agent \_\_\_\_\_  
Date

Transaction  
Facilitator: \_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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WITNESS my hand and official seal.

(seal)

Signature \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature \_\_\_\_\_

# Mortgage Service Center Fax/Email Cover Sheet

Fax this form to: (856) 917 – 2848  
Email to: HAT@MORTGAGEFAMILY.COM  
Request for Homeowner Assistance

**(Please Print)**

Loan number: \_\_\_\_\_

Borrower/Co-Borrower Name: \_\_\_\_\_

Borrower Phone number: \_\_\_\_\_

Number of Pages Attached: \_\_\_\_\_

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Documents Included: (Please Check)

Uniform Borrower Assistance Form (4 Pages)

Monthly Expenditures (1 Page)

Authorization to Disclose Information (1 Page)

Anti-Fraud Agreement (1 Page)

Affidavit of "Arms Length Transaction" (4 Pages)

Form 4056-T (1 Page)

Source of Income: Pay Stubs: From date \_\_\_\_\_ to date \_\_\_\_\_

SSI/Disability: From date \_\_\_\_\_ to date \_\_\_\_\_

Pensions/Other: From date \_\_\_\_\_ to date \_\_\_\_\_

Bank Statements: Checking: From date \_\_\_\_\_ to date \_\_\_\_\_

Savings: From date \_\_\_\_\_ to date \_\_\_\_\_

Other: From date \_\_\_\_\_ to date \_\_\_\_\_

Last Two Years Signed Tax Returns with W-2's and All Schedules (Must be Complete Copies)

Signed Listing Agreement

Signed Offer

Estimated HUD1

Rental/Lease Agreements:  For Property  For your current residence

Power of Attorney if applicable

**For Estate Properties Please Submit:**

Death Certificate

Letters of Administration or Testamentary

Please keep in mind that Bank Statements and Sources of income will need to be updated every 30 days until approval is granted. These items will be used to monitor changes in income and expenses until approval is granted.

\_\_\_\_\_  
Borrowers Signature

\_\_\_\_\_  
Co-Borrowers Signature