

HERITAGE TITLE COMPANY

5849 W LAWRENCE AVENUE ◦ CHICAGO, ILLINOIS 60630 ◦ PHONE 773-545-8100 ◦ FAX 773-545-8298

SHORT SALE CHECKLIST

The following items need to be provided to us as soon as possible to expedite the negotiations:

- LENDER PAYOFF STATEMENT(S)
- DEFAULT LETTER FROM LENDER(S) OR RECENT MONTHLY STATEMENT
- AUTHORIZATION TO RELEASE - attached
- AUTHORIZATION TO NEGOTIATE/HOLD HARMLESS AGREEMENT - attached
- COMPLETED SHORT SALE INFORMATION FORM - attached
- INFORMATION STATEMENT - attached
- FINANCIAL STATEMENT - attached
- IRS FORM 4506-T - attached
- HARDSHIP LETTER - letter to Lender signed by clients for reason in default
- BANK STATEMENT - MOST RECENT 2 MONTHS - ALL PAGES
- PAY STUBS – MOST RECENT 2 MONTHS
- W-2's - MOST RECENT 2 YEARS
- US TAX RETURNS – MOST RECENT 2 YEARS
- PAY STUBS – MOST RECENT 2 MONTHS
- BUYER FINANCING PRE-APPROVAL
- CONTRACT OF SALE - fully executed, closing date clearly states 90/120 days minimum
- LISTING AGREEMENT
- LISTING HISTORY
- MLS COMPARABLES - 3 ACTIVE & 3 CLOSED

Please make sure all information provided is current and accurate.

In cases where the borrower is unable to produce a document (such as pay stubs - due to loss of employment), a written statement signed and dated by the borrower(s) may be accepted by the lender and should be forwarded to Heritage Title Company.

Only complete short sale submission packages will be forwarded to the lender(s).

The documents may be emailed to shortsale@htctitleservices.com or faxed to 773-545-8298.

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AUTHORIZATION TO RELEASE INFORMATION

Date: _____

Lender Name: _____

Borrower's Name: _____

Property Address: _____

Loan No.: _____

SSN: _____

We authorize you to provide any and all information and documentation requested by Kathleen Dunat and Kara Churak, Heritage Title Company, or any of its agents.

Passcode: HTC5849

Such information includes, but not limited to: mortgage details, employment history and income, bank, money market and similar account balances, credit history, and copies of income tax returns.

This authorization shall remain in effect for the life of the loan.

A photocopy or fax of this authorization may be deemed to be the equivalent of the original and may be used as a duplicate original.

Your prompt response would be greatly appreciated.

Signature

Signature

Signature

Signature

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SHORT SALE INFORMATION FORM

Name: _____ SS# _____ - _____ - _____

Name: _____ SS# _____ - _____ - _____

Property Address: _____

Mailing Address: _____

Property Occupied: Yes No _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Email: _____

How many mortgages are on the property? _____

Default Lender(s): _____

Loan No(s): _____

Listing Realtor : _____ Ph: _____

Email address: _____ Fx: _____

Any Closing Costs due to Buyer (as per contract)? _____

Selling Realtor: _____ Ph: _____

Buyer's Attorney: _____ Ph: _____

Seller's Attorney: _____ Ph: _____

FINANCIAL INFORMATION

Current or Former Employer's Name: _____

Employment Dates: ____/____/____ to ____/____/____

Do you own other real estate (other than Default Real Estate)? Yes No

Are you presently in bankruptcy? Yes No Bankruptcy # _____

What date was the bankruptcy filed? ____/____/____

Do you receive alimony, child support or separate maintenance? Yes No

Any additional income (rental income, pension, unemployment compensation, social security, etc.):

Source: _____ \$ _____ per month

Source: _____ \$ _____ per month

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INFORMATION STATEMENT

ESCROW NO.: _____

This statement is being provided by the undersigned to assist in determining whether certain matters affect the person or the title searched under the above order number or whether such matters relate to other persons whose names are the same or similar to that of the undersigned. This affidavit also is being provided to induce Heritage Title Company to insure that said title is not affected by any judgments, tax liens, bankruptcies, divorces, change of name proceedings or decrees against the undersigned and, if applicable, to disburse proceeds to the undersigned.

The undersigned hereby states as follows:

1. My Social Security number is: _____.

2. During the last ten years, I have resided at the following addresses and no other:

From (Year)	To (Year)	Street Address	City & State

3. During the last ten years, I have had the following occupations at the following locations and no other:

From (Year)	To (Year)	Occupation	Employer	Address

4. I have no unsatisfied or unreleased judgments, tax liens or decrees (including divorce decrees) against me of record in the county in which the real estate is located except as follows:

_____ (if NONE, so state).

5. I have never used or been known by any other name, including any names before marriage, except as follows:

_____ (if NONE, so state).

6. My date of birth is _____. My place of birth is _____.

7. Have you ever been married? You spouse's name _____.

Home Phone No.: _____

Work Phone No.: _____

Name (First, Middle Initial, Last)

Date

Signature

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AUTHORIZATION TO NEGOTIATE SHORT SALE AND HOLD HARMLESS AGREEMENT

THE UNDERSIGNED, hereafter referred to as Seller(s), hereby authorizes Heritage Title Company, Inc. (HTC) to negotiate on behalf of Seller(s) for the purpose of obtaining the consent from the Seller's() underlying mortgagee to permit a "short sale" of the real estate commonly known as _____
_____. This authorization extends the scope of such negotiations to also include any other underlying lien holders deemed necessary by HTC to clear title and accomplish the goal of a "short sale".

To enable meaningful negotiations, the Seller(s) hereby authorizes any financial services company, real estate agency, lender, credit reporting agency, employer, investor or other person/entity with knowledge of Seller's() financial status/history, upon receipt of a copy of this instrument, to disclose any and all information concerning Seller's() mortgages, loans, financial obligations and all other credit information directly to HTC. All such information so obtained shall be held confidential by HTC (and its designated agents/employees) and used only for the purpose of "short sale" negotiations with the underlying lien holders. Any decision by HTC regarding the disclosure of such confidential information for the purpose of "short sale" negotiations shall be binding on the Seller(s), and no claim of any breach of confidentiality shall exist except upon conclusive proof of malicious conduct by HTC (and its designated agents/employees). For all purposes herein, listing and selling agents/brokers and the "short sale" buyer shall also be included within the scope of persons authorized to receive such confidential information. HTC shall have no obligation to police the subsequent dissemination of such confidential information, so long as disclosure to the initial recipient is proper. Consequently, HTC shall have no liability whatsoever to Seller(s) in the event that such confidential information is later improperly published or disclosed by any such initial recipient.

Seller(s) further agrees to indemnify and hold HTC harmless (including all litigation expenses and attorney fees) for any liability to any third party arising from its role as negotiator herein. Seller(s) represents and warrants the accuracy and completeness of all financial information whether conveyed directly by Seller(s) or delivered to HTC pursuant to this authorization. Seller(s) further represents and warrants that all relevant sources of financial information will be disclosed to HTC so that HTC will have a complete and accurate picture of Seller's() financial status during negotiations. All negotiations by HTC shall be conducted in reliance upon the express and implied completeness and accuracy of financial information received by HTC from or through Seller(s). HTC has no obligation to independently investigate the completeness or accuracy of such financial information.

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

Seller(s) acknowledges the solemnity of this instrument and that the decision whether to seek legal counsel/tax advisor to fully understand the consequences of this undertaking is solely within the discretion of Seller(s). HTC has made no representations regarding the legal import of this instrument of otherwise attempted to act as Seller's() legal or tax advisor.

Signature

Print Name

Date

Signature

Print Name

Date

Form **4506-T**

Request for Transcript of Tax Return

(Rev. January 2008)

Department of the Treasury
Internal Revenue Service

- ▶ **Do not sign this form unless all applicable lines have been completed. Read the instructions on page 2.**
- ▶ **Request may be rejected if the form is incomplete, illegible, or any required line was blank at the time of signature.**

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 also call 1-800-829-1040 to order a transcript. 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 or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return	2b Second social security number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code	
4 Previous address shown on the last return filed if different from line 3	
5 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. The IRS has no control over what the third party does with the tax information.	

Caution: DO NOT SIGN this form if a third party requires you to complete Form 4506-T, and lines 6 and 9 are blank.

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. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, 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 30 calendar days

c Record of Account, which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days

7 Verification of Nonfiling, which is proof from the IRS that you **did not** file a return for the year. 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 2006, filed in 2007, will not be available from the IRS until 2008. 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 45 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.

_____ / _____ / _____ _____ / _____ / _____ _____ / _____ / _____ _____ / _____ / _____

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, **either** husband or wife must sign. If signed by a corporate officer, partner, 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.

Sign Here		Date	Telephone number of taxpayer on line 1a or 2a ()
	Signature (see instructions)		
	Title (if line 1a above is a corporation, partnership, estate, or trust)		
	Spouse's signature	Date	

General Instructions

Purpose of form. Use Form 4506-T to request tax return information. You can also designate a third party to receive the information. See line 5.

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

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 RAVS teams, send your request to the team based on the address of your most recent return.

Note. You can also call 1-800-829-1040 to request a transcript or get more information.

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

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New York, Vermont	RAIVS Team Stop 679 Andover, MA 05501
Alabama, Delaware, Florida, Georgia, North Carolina, Rhode Island, South Carolina, Virginia	RAIVS Team P.O. Box 47-421 Stop 91 Doraville, GA 30362
Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team Stop 6716 AUSC Austin, TX 73301
Alaska, Arizona, California, Colorado, Hawaii, Idaho, Iowa, Kansas, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	RAIVS Team Stop 37106 Fresno, CA 93888
Arkansas, Connecticut, Illinois, Indiana, Michigan, Missouri, New Jersey, Ohio, Pennsylvania, West Virginia	RAIVS Team Stop 6705-B41 Kansas City, MO 64999
	816-292-6102

Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Georgia, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409
Connecticut, Delaware, District of Columbia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, Wisconsin	RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250
	801-620-6922
	859-669-3592

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

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. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 60 days of the date signed by the taxpayer or it will be rejected.

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.

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 Internal Revenue Code 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.

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.

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. Sections 6103 and 6109 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, and the District of Columbia 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 the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 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.

UNIFORM BORROWER ASSISTANCE FORM

If you are experiencing a temporary or long-term hardship and need help, you must complete and submit this form along with other required documentation to be considered for available solutions. On this page, you must disclose information about (1) you and your intentions to either keep or transition out of your home; (2) the property's status; (3) real estate taxes; (4) homeowner's insurance premiums; (5) bankruptcy; (6) your credit counseling agency, and (7) 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 4506T-EZ; (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

Is the property listed for sale? Yes No
 If yes, what was the listing date? _____
 If property has been listed for sale, have you received an offer on the property? Yes No
 Date of offer: _____ Amount of Offer: \$_____

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

Do you have condominium or homeowner association (HOA) fees? Yes No
 Total monthly amount: \$_____

Name and address that fees are paid to: _____

Have you filed for bankruptcy? Yes No
 If yes: Chapter 7 Chapter 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 self-employed income	\$	Alimony, child support payments	\$	Other Cash on Hand	\$
Rents Received	\$	Car Lease Payments	\$	Other Real Estate (estimated value)	\$
Unemployment Income	\$	HOA/Condo Fees/Property Maintenance	\$	Other _____	\$
Food Stamps/Welfare	\$	Mortgage Payments on other properties	\$		\$
Other _____	\$	Other _____	\$		\$
Total (Gross income)	\$	Total Debt/Expenses	\$	Total Assets	\$

***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.**

Lien Holder's Name	Balance / Interest Rate	Loan Number

Required Income Documentation

<input type="checkbox"/> Do you earn a wage? For each borrower who is a salaried employee or hourly wage earner, include the most recent pay stub that reflects at least 30 days of year-to-date earnings for each borrower.	<input type="checkbox"/> Are you self-employed? For each borrower who receives self-employed income, include a complete, signed individual federal income tax return and, as applicable, the business tax return; AND either the most recent signed and dated quarterly or year-to-date profit/loss statement that reflects activity for the most recent three months; OR copies of bank statements for the business account for the last two months evidencing continuation of business activity.
<input type="checkbox"/> 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: <input type="checkbox"/> Reliable third-party documentation describing the amount and 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: <input type="checkbox"/> Documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider, and <input type="checkbox"/> Documentation showing the receipt of payment, such as copies of the two most recent bank statements showing deposit amounts. Rental income: <input type="checkbox"/> 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 <input type="checkbox"/> 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: <input type="checkbox"/> 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:* <input type="checkbox"/> 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 <input type="checkbox"/> 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.	

HARDSHIP AFFIDAVIT

(provide a written explanation with this request describing the specific nature of 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)
- Long-term 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
<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"/> Long-term 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"/> 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"> • Bankruptcy filing for the business; or • Two months recent bank statements for the business account evidencing cessation of business activity; or • Most recent signed and dated quarterly or year-to-date profit and loss statement

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 the 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 the 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

FREDDIE MAC SHORT SALE ADDENDUM

Seller: _____

Buyer: _____

Seller: _____

Buyer: _____

Seller's agent/listing agent: _____

Buyer's Agent: _____

Escrow Closing Agent _____

Transaction Facilitator (if applicable): _____

This Addendum to Contract is entered into and is effective as of ___/___/___ by and between, Seller(s), Buyer(s) and Agent (hereinafter referred to as "the Parties") and shall be deemed to amend, modify and supplement that certain Contract Dated ___/___/___ by and between Seller(s) and Buyer(s) (the "Contract").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Short Sale Addendum and of the representations, warranties, conditions and promises hereinafter acknowledged, Sellers, Buyers and Agent hereby agree as follows:

1. The Parties acknowledge and agree that the Subject Property is being sold in "**as is**" condition.
2. The Parties acknowledge and agree that the Subject Property must be sold through an Arm's Length Transaction. An "Arm's Length Transaction" is a transaction between parties who are independent of one another, and unrelated by family, marriage or commercial enterprise, other than the purchase and sale of the mortgaged premises between the Buyer(s) and the Seller(s) that is the specific subject of the proposed Short Sale.
3. The Parties acknowledge and agree that there are no agreements, understandings or contracts between the parties that the Seller 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 Seller 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.
4. The Parties acknowledge and agree that neither the Seller nor Buyer will receive funds or commissions from the sale of the mortgaged premises.
5. The Parties acknowledge and agree that there are no agreements, understanding or contracts relating to the current sale or subsequent sale of the mortgaged premises that have not been disclosed.
6. Each Signatory understands, agrees and intends that the Servicer and Investor are relying upon the statements made in the affidavits as consideration for the reduction of the payoff amount of the mortgage and agreement to the sale of the mortgaged premises;
7. The Parties acknowledge and agree that this addendum will survive the closing of the transaction;
8. The Parties acknowledge and agree that a misrepresentation may subject the responsible party to civil and/or criminal liability.
9. The Parties acknowledge and agree that this Short Sale transaction will not constitute appraisal fraud, flipping, identity theft and/or straw buying.
10. The Parties acknowledge and agree that the Seller may cancel this agreement prior to the ending date of the contract period without advanced notice to the broker, and without payment of a commission of any other consideration, if the property is conveyed to the mortgage insurer or the mortgage holder.
11. The Parties acknowledge and agree that under no circumstances will the sales contract be assignable.
12. The Parties agree that this Addendum together with the Sales Contract shall constitute the entire and sole agreement between the Parties with respect to the Sale of the Subject Property and supersede any prior agreements, negotiations, understandings, optional contracts, or other matters whether oral or written, with respect to the subject matter hereof. No alternations, modifications, or waiver of any provision hereof shall be valid unless in writing and signed by Parties, FHA, VA, government agencies, any Investor, and/or mortgage holder, hereto.
13. Each signatory agrees to indemnify the Servicer and Freddie Mac for any and all loss resulting from any negligent or intentional misrepresentation made in the affidavit including, but not limited to, repayment of the amount of the reduced payoff of the Mortgage;

IN WITNESS WHEREOF, the Sellers have executed this Addendum as of the date first written above

Seller: _____

Seller: _____

Seller's agent/listing agent: _____

STATE OF : _____

COUNTY OF: _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____

Notary's Official Signature: _____

My Commission Expires on: _____

IN WITNESS WHEREOF, the Buyers have executed this Addendum as of the date first written above.

Buyer: _____

Buyer: _____

Buyer's Agent: _____

STATE OF : _____

COUNTY OF: _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____

Notary's Official Signature: _____

My Commission Expires on: _____

Escrow Closing Agent: _____

STATE OF : _____

COUNTY OF: _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____

Notary's Official Signature: _____

My Commission Expires on: _____

Transaction Facilitator (if applicable): _____

STATE OF : _____

COUNTY OF: _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____

Notary's Official Signature: _____

My Commission Expires on: _____