SECTION 6 – FANNIE MAE / FREDDIE MAC HAFA

Background on Fannie Mae and Freddie Mac

Fannie Mae and Freddie Mac are government-sponsored enterprises (GSE) chartered by Congress with a mission to provide liquidity, stability and affordability to U.S. housing and mortgage markets.

Servicing Alignment Initiative

In April 2011, the Federal Housing Finance Agency (FHFA) directed Fannie Mae and Freddie Mac to align their guidelines for servicing delinquent mortgages they own or guarantee. The Servicing Alignment Initiative's intent is to provide clear and consistent guidance backed by incentives and penalties that drive the servicers to contact borrowers earlier, communicate with borrowers more frequently and find resolutions more expeditiously. The foreclosure process may not commence if the borrower and servicer are engaged in a good-faith effort to resolve the delinquency. The servicer must conduct a formal review of each case to ensure a borrower has been considered for foreclosure alternatives before the loan is referred for foreclosure.

Key Similarities

What are the primary similarities between the Treasury HAFA and the Fannie Mae and Freddie Mac HAFA programs?

HAMP Review before HAFA: As with the U.S. Treasury program, servicers may not consider a borrower for a Fannie Mae or Freddie Mac HAFA short sale or deed-in-lieu until they have been evaluated for a HAMP modification. The other terms such as the borrower not qualifying for a HAMP modification; failure in completion of a modification trial period plan; missing two loan payments on a modified loan; or the borrower requests a short sale or deed-in-lieu are the same as in the Treasury HAFA Program.

Basic HAFA Eligibility Criteria

- Principal residence (exception for employer driven relocation);
- First lien mortgage taken on or before January 2009;
- Mortgage is delinquent or default reasonably foreseeable;
 Loan balance less than \$729,750 (one unit);
- Current monthly payment greater than 31% gross monthly* income.
 - *Treasury eliminated this requirement February 2011

Borrower Qualification Exemption:

A borrower may still be eligible for Fannie Mae HAFA if the borrower is able to provide evidence that they were required to relocate at least 100 miles from their mortgaged property in order to accept new employment or the borrower was transferred by an existing employer and has not yet purchased a one to four unit property within 90 days prior to date of a HAFA Short Sale Agreement (SSA) or Deed-In-Lieu (DIL) Agreement. This particular requirement was removed from the Treasury HAFA as of February 2011.

Fannie Mae and Freddie Mac Program Documents

Although branded with the Fannie Mae or Freddie Mac logos and the specific form numbers, the forms and the way they are used throughout the HAFA process are very similar to the Treasury HAFA program and all forms are available for download. One exception, both Fannie Mae and Freddie Mac require the borrowers to complete Form 710, the Uniform Borrower Assistance Form, (copy in Section 7 Forms of this manual) which replaces the Request for Mortgage Assistance (RMA).

Fannie Mae

- Form 710, the Uniform Borrower Assistance Form
- Form 183 HAFA Initial Solicitation Letter
- Form 184 HAFA Short Sale Agreement
- Form 184A HAFA Request for Approval of Short Sale or RASS
- Form 185 HAFA Request for Approval of Short Sale without Short Sale Agreement
- Form 186 HAFA Deed-in-Lieu Agreement

Freddie Mac

- Form 710, the Uniform Borrower Assistance Form
- Form 1135 Short Sale Agreement
- Form 1136 HAFA Request for Approval of Short Sale
- Form 1137 HAFA Approval of Short Sale
- Form 1138 HAFA Disapproval of Short Sale
- Form 1139 HAFA Deed-in-Lieu Agreement

An important component to Freddie Mac is that Alternative RASS is not available. Therefore, if a borrower has an executed contract and requests a HAFA short sale before an SSA has been executed, then the servicer must inform the borrower that the borrower will be considered for a Freddie Mac Short Payoff instead of a HAFA short sale.

Documentation and Signatures

Original Signers Must Sign

All parties who signed the original note or security instrument must provide verified financial information and execute the short sale or DIL documents

With the following exceptions:

- Borrower or co-borrower is deceased; or
- Borrower and co-borrower are divorced and the property has been awarded to one Borrower in the divorce decree; or
- Borrower and co-borrower are unmarried and one has relinquished or transferred all rights to the mortgaged property through a recorded deed or other valid transfer document.

Key Differences and Eligibility

Subordinate Liens

In order of priority, each subordinate lien holder may be paid no more than 6% of the unpaid principal balance (UPB) of their loan with a \$6,000 aggregate cap. The servicer will authorize the settlement agent to allow a portion of the gross proceeds as payment to each subordinate lien holder in exchange for a lien release and full release of borrower liability.

Fannie Mae:

Borrower May Not Qualify If:

 A foreclosure sale is scheduled or could be initiated and held within 60 days of either the borrower's request for a HAFA or a ruling of a borrower being ineligible for HAMP

Freddie Mac

Additional Qualification Requirements:

- The borrower must be more than 60 days delinquent;
- Allowable closing costs capped
 - Total closing costs at 9%
 - Maximum commission 6%:
 - As mentioned, Alternative RASS is not permitted;
 - Servicer must use documents collected during HAMP evaluation as long as it is less than or equal to 90 days old from the date of HAFA evaluation;
 - Monthly mortgage payment is mandated
 - To equal 31% of gross monthly income;
- Transaction must close within 60 days from the date of sales contract without the consent of Freddie Mac.

Fannie Mae & Freddie Mac HAFA Program Requirements

Cash Contributions or Promissory Notes

Cash contributions or promissory notes are not permitted under HAFA. Therefore, if the servicer or mortgage insurer determines that the borrower has the ability to contribute meaningfully to reduce potential loss on their mortgage loan, the borrower is not eligible for HAFA and would only be eligible for short sale or deed-in-lieu alternatives.

Cash Reserves

The servicer must evaluate the borrower's financial condition by determining if the borrower has the ability to contribute in a meaningful manner to reduce potential loss. The servicer should determine if the borrower has cash reserves that are less than the greater of \$5,000 or three times the borrower's total monthly mortgage payment.

Surplus Income

If the borrower has a high surplus income, that may be a cause for non-qualification under HAFA.

The servicer's decision must be provided in writing giving a complete explanation as to the reason why a HAFA short sale or DIL cannot be offered by the servicer.

Key Differences in Deed-In-Lieu Eligibility

Property Must be Marketed

Generally, for a borrower to be eligible for Fannie Mae or Freddie Mac HAFA deed-in-lieu, the mortgaged property must have been listed for sale at market value for 120 days or more. The servicer may have the ability to waive this requirement under specific circumstances.

May be Waived Due to:

- Serious illness or disability;
- Deceased borrower or co-borrower;
- Borrower or co-borrower has been relocated or has been deployed by the military;
- There is a determination that current local market conditions would impede the sale of the property; or
- The borrower demonstrates an unwillingness or inability to maintain or market the property during the listing period.
 - The servicer may require documentation for these exceptions

Fannie Mae Deed-for-Lease (D4L):

The borrower has expressed interest in leasing the property, then the servicer should evaluate the borrower to see if the borrower may be eligible for the Fannie Mae's Deed-for-Lease Program (D4L). This request could also create an exception in terms of the 120 day marketing period. There is not a repurchase option at this time.

There is no Freddie Mac option for the homeowner to remain in the property as a tenant or to repurchase the property at a later date.

Procedure and Servicer Incentives

- Both Short Sale and DIL Options Must Be Offered: If the borrower actively markets the property but is unable to sell it within the agreed upon marketing period or if the SSA is terminated prior to expiration, the servicer must immediately consider a DIL.
- Fannie Mae MANP (Minimum Acceptable Net Proceeds): The minimum acceptable
 net proceeds must be kept confidential and must not be shared with interested parties
 to the transaction such as the buyer, borrower or real estate agents.
- **Incentives:** The borrower will receive \$3,000 relocation incentive. Both Fannie Mae and Freddie Mac offer a higher servicer HAFA short sale incentive at \$2,200. The DIL incentive is the same for all three HAFA programs at \$1,500.

Servicer Duties and Responsibilities

Under both the Fannie Mae and Freddie Mac HAFA programs, the servicer's minimum duties and responsibilities include (but are not limited to) the following:

List Price

Fannie Mae establishes a list price reflecting current market conditions with the assistance of either an agent BPO or an appraisal. Freddie Mac also specifies that the list price will be a 90 day "as is" marketing value.

Listing Agent Accountability*

Ensure that the listing agent's marketing plan includes appropriate property exposure methods including a "For Sale" sign, MLS, flyers, print ads, open houses and appropriate Internet use.

Obtain monthly statistical and narrative feedback from the listing agent including the number of showings and prospective buyer feedback on price and property condition;

Obtain monthly geographical comps from the listing agent.

Price Adjustments

Make adjustments to list price as necessary while maintaining limitations of the pre-established MANP (Minimum Allowable Net Proceeds).

Clear Title

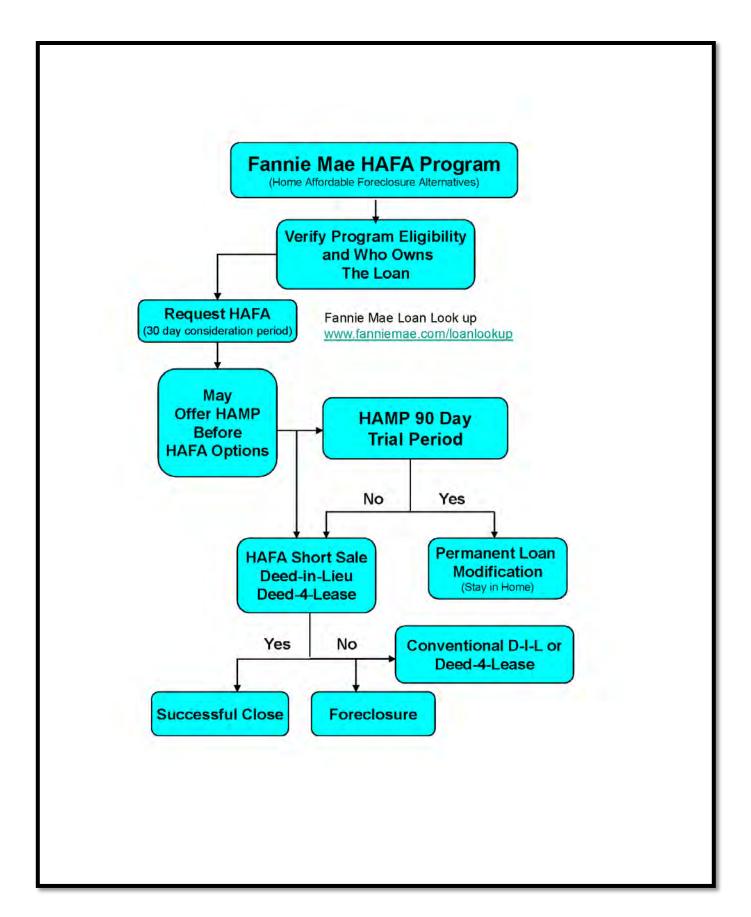
All three programs may work with the title company to resolve any title issues that may delay or prevent closing.

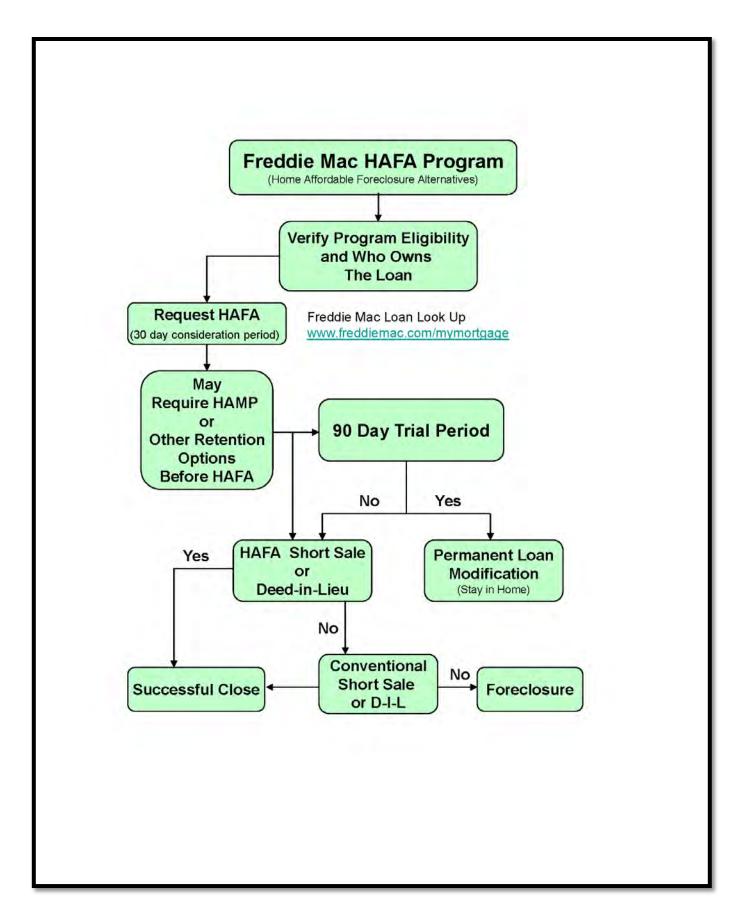
Freddie Mac Required Monthly Mortgage Payments

Freddie Mac requires that the borrower make a minimum monthly payment during the SSA term, which shall be equal to 31% of borrower's monthly gross income. However, if the borrower fails to make the payment, that alone is not grounds for termination of the SSA unless there is another breach of the agreement. Termination requirements are the same as Treasury including:

- Financial situation changes;
- Failure to abide by the SSA terms;
- Property condition and/or value changes;
- Fraud or misrepresentation;
- Bankruptcy filing with court denial or
- Litigation.

^{*}Applies to Fannie Mae.





SECTION 7 - TREASURY HAFA FORMS

Request for Mortgage Assistance – RMA
Short Sale Agreement – SSA
Request for Approval of Short Sale – RASS
Alternative Request for Approval of Short Sale – Alternative RASS
Deed-in-Lieu Agreement – DIL

Sample Servicer's HAFA Matrix

Form 710 Uniform Borrower Assistance Form (Replaces RMA for Freddie and Fannie)



NEGOCO I FOR MONTORGE ASSIST	ANCE (RMA) page 1	COMPLETE ALL FOUR PAGE	S OF THIS FORM	
oan I.D. Nümber		Servicer		
BORROWER		CO-BORROWE	Ř	
Borrower's name		Co-borrower's name	.0.	
		Social Security Number		
		Home phone number with area code		
Cell or work number with area code		Cell or work number with area code		
Iwant to:	operty Sell-the Prop	ertý		
The property is my: Primary Resi	dence Second Hom	ne 🔲 Inve	stment Property	
The property is:	upied Renter Occu	pied for Less than 12 Months 🔲 Vaca	ant for Less than 12 Months	
Mailing address				
Property address (if same as mailing addres	s, just write same)	E-mail address	ř.	
Is the property listed for sale?		Have you contacted a credit-counseling agency for help Yes No If yes, please complete the following: Counselor's Name: Agency Name: Counselor's Phone Number: Counselor's F-mail:		
Who pays the real estate tax bill on your pro I do Lender does Paid by cond Are the taxes current? Ves No Condominium or HOA Fees Ves No Paid to:	oorHOA \$	Who pays the hazard insurance premium fi do Lender does Paid by Cond Is the policy current? Lyes No Name of Insurance Co.: Insurance Co. Tel #:	o or HOA	
Have you filed for bankruptcy? ☐ Yes ☐ Has your bankruptcy been discharged? ☐		1Chapter 13 Filing Date:		
Additional Liens/Mortgages or Judgments	on this property:			
and the second second second	Balance	Contact Number	Loan Number	
Lien Holder's Name/Servicer	_			
Lien Holder's Name/Servicer				
Lien Holder's Name/Servicer				
Lien Holder's Name/Servicer	HARDSHIP	AFFIDAVIT		
I (We) ar	n/are requesting review under	AFFIDAVIT the Making Home Affordable Program. se of financial difficulties created by (check	all that apply):	
I (We) ar	n/are requesting review under ng my monthly payment becau For example: reduced pay	the Making Home Affordable Program.	re and I am overextended with	
I (We) ar I am having difficulty makin □ My household income has been reduced or hours, decline in business earnings, de	n/are requesting review undering my monthly payment becau For example: reduced pay ath, disability or divorce of a	the Making Home Affordable Program. se of financial difficulties created by (check	re and I am overextended with home equity or other debt, ets, are insufficient to maintal	
I (We) ar I am having difficulty makin My household income has been reduced or hours, decline in business earnings, de borrower or co-borrower My expenses have increased. For example reser, high medical or health care costs, u	n/are requesting review undering my monthly payment becau For example: reduced pay ath, disability or divorce of a emonthly mortgage payment ninsured losses, increased	the Making Home Affordable Program. se of financial difficulties created by (check My monthly debt payments are excessive my creditors. Debt includes credit cards, My cash reserves, including all liquid ass my current mortgage payment and covi	re and I am overextended with home equity or other debt. ets, are insufficient to maintal	

INCOME/EXPENSES FOR HOUSEHOLD¹

Number of People in Household:

Monthly Household	Income	Monthly Household Ex	penses/Debt	Househol	d Assets
Monthly Gross Wages	\$	First Mortgage Payment	\$	Checking Account(s)	\$
Overtime	5.	Second Mortgage Payment	\$	Checking Account(s)	\$
Child Support/Alimony/ Separation ²	\$	Insurance	\$	Savings/Money Market	\$
Social Security/SSDI	\$	Property Taxes	\$	CDs	\$
Other monthly income from pensions, annuities or retirement plans	\$	Credit Cards/Installment Loan(s) (total minimum payment per month)	\$	Stocks/Bonds	Š
Tips, commissions, bonus and self-employed income	\$	Alimony, child support payments	S	Other Cash on Hand	\$
Rents Received	S	Net Rental Expenses	\$	Other Real Estate (estimated value)	\$
Unemployment Income	\$	HOA/Condo Fees/Property Maintenance	\$	Other	\$
Food Stamps/Welfare	\$	Car Payments	\$	Other	\$
Other (investment income, royalties, interest, dividends etc.)	\$	Other	\$	Do not include the value retirement plans when o pension funds, annuities	alculating assets (401k,
Total (Gross Income)	\$	Total Debt/Expenses	\$	Total Assets	\$

INCOME MUST BE DOCUMENTED

¹Include combined income and expenses from the borrower and co-borrower (if any). If you include income and expenses from a household member who is not a borrower, please specify using the back of this form if necessary.

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	☐ I do not wish to furnish this information		CO-BORROWER	☐ I do not wish to furnish this information	
Ethnicity:	☐ Hispanic o		Ethnicity:	☐ Hispanic or Latino ☐ Not Hispanic or Latino	
Race:	☐ Asian ☐ Black or Af	Indian or Alaska Native Trican American waiian or Other Pacific Islander	Race:	☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Other Pacific Islander ☐ White	
Sex:	☐ Female ☐ Male		Sex:	☐ Female ☐ Male	
	To	be completed by interviewer	100	Name/Address of Interviewer's Employer	
This request was taken by: Interviewer's Name (print or type		Interviewer's Name (print or type)	& ID Number		
☐ Face-to-face interview ☐ Mail ☐ Telephone ☐ Internet		Interviewer's Signature Date Interviewer's Phone Number (include area code)			

²You are not required to disclose Child Support, Alimony or Separation Maintenance income, unless you choose to have it considered by your servicer.

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 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 of the date received by your servicer.

ACKNOWLEDGEMENT AND AGREEMENT

In making this request for consideration under the Making Home Affordable Program, I certify under penalty of perjury:

- That all of the information in this document is truthful and the event(s) identified on page 1 is/are the reason that I need to request a modification or forbearance of the terms of my mortgage loan, short sale or deed-in-lieu of foreclosure.
- I understand that the Servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements, and may require me to provide supporting documentation. Falso understand that knowingly submitting false Information may violate Federal law.
- 3. I understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
- I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this
 document, the Servicer may cancel any Agreement under Making Home Affordable and may pursue foreclosure on my home.
- That I have not received a condemnation notice, there has been no change in the ownership of the Property since I signed the documents for the mortgage that I want to modify, and:
 - (a) for consideration for the Home Affordable Modification Program (HAMP) or unemployment assistance, my property is owner-occupied and I
 intend to reside in this property for the next twelve months, or
 - (b) for consideration for the Home Affordable Foreclosure Alternatives Program (HAFA), my property has been owner-occupied within the last twelve months.
- 6. I am willing to provide all requested documents and to respond to all Servicer questions in a timely manner.
- I understand that the Servicer will use the information in this document to evaluate my eligibility for a loan modification
 or for bearance or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me assistance based solely on the statements in
 this document.
- 8. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
- 9. Lunderstand that the Servicer will collect and record personal information, including, but not limited to, my name, address, telephone number, Social Security Number, credit score, income, payment history, government monitoring information, and information about account balances and activity. Lunderstand and consent to the disclosure of my personal information and the terms of any Making Home Affordable Agreement by 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; (c) any investor, insurer, guaranter or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services in conjunction with Making Home Affordable; and (e) any HUD-certified housing counselor.

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

6					
	Borrower Signature	Social Security Number	Date of Birth	Date	
Ь					
F .	Co-borrower Signature	Social Security Number	Date of Birth	Date	

page 3 of 4

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

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 in your home, 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

documents is surject to examination and vehication. 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 Lender 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), 202-622-4559 (fax), or www.sigtarp.gov and provide them with your name, our name as your servicer, your property address, loan number and reason for escalation. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.

page 4 of 4

SHORT SALE AGREEMENT – 7 PAGES

HELP FOR AMERICA'S HOMEOWNERS.



[Name of Servicer][Name of Borrower][Address of Servicer][Name of Co-Borrower]

[Address of Borrower]

[Loan #]

[Servicer FAX][Borrower Phone][Servicer Email][Borrower Email]

[Date]

Dear [borrower and co-borrower name(s)]:

If you are looking for help selling your home and avoiding foreclosure, the federal government has introduced the **Home Affordable Foreclosure Alternatives** (HAFA) Program to help you. As your mortgage servicer, we are offering you the opportunity to participate in this program by utilizing HAFA's short sale option.

Home Affordable Foreclosure Alternatives Program – Short Sale

A "short sale" is specifically designed to help borrowers who are unable to afford their first mortgage and want to sell their home to avoid foreclosure, even if the sale price may not pay off the amount owed on their mortgage. A short sale requires a number of parties (you, the buyer, your real estate broker, and sometimes mortgage insurance companies and other lenders) to work together to make this option successful. However, it could be a good solution for your current situation.

How Does a Short Sale Work?

- **Pre-Sale**—We will start by approving a list price for your home or give you the acceptable sale proceeds (the minimum amount that we must receive after sales costs) from the sale of your home. We will also identify the sales costs (broker commissions and closing costs) that may be deducted from the final sales price. You then list your property (like any home sale) with a local real estate broker at the approved price.
- Offer—When you get an offer on your home, you will submit the required documentation and we will approve the sale if it is in line with what we agreed to.
- Closing—Once the sale closes, we will release you from all responsibilities for repaying your mortgage. Plus, you will receive \$3,000 to help pay some of your moving expenses. (The check will be paid to you by the settlement agent as part of the closing.) In the event there is any money left over from the sale after paying the entire amount you owe on the mortgage plus the approved sale costs, you will not be eligible to receive the \$3,000.

To Participate in the Short Sale Program

Please note, there is no guarantee that your home will sell under this program, and you are responsible for determining whether you want to sell your home for the price and terms described in this letter. The following pages detail your responsibilities, additional information on the short sale process and the Terms and Conditions. **Additionally, this letter constitutes an agreement between us and you ("Agreement") so please read it carefully and completely.**

If you agree to the terms of the Agreement and want to proceed with a short sale, you must complete, sign and return the Agreement back to us. If you have questions, please contact us directly between the hours of [insert hours] at [insert toll free number.]

Sincerely, [Servicer Name]

Important Program Information



Short Sale Program—Your Responsibilities

To Accept This Offer

- Please sign and return this Agreement. All owners of the property must sign this Agreement.
- Obtain your broker's signature to acknowledge this Agreement, because your broker plays an important role selling your property. The Short Sale Program sections (pages 2-4) contain important information that you and your broker will need to review and discuss.
- Include a copy of your signed listing agreement.
- Include information on other liens secured by your home (such as home equity loans, homeowner association liens, tax liens or judgments).
- [Insert only if applicable:] Complete and sign the Hardship Affidavit form.

You have until [insert date 120 calendar days from the date of this letter] to sell your house. After that date, this Agreement terminates, unless it is extended by us. During this time you have certain responsibilities. You must:

0	Keep your house and your property in good condition and repair and cooperate with your broker to show it to potential buyers.
2	[Insert only if applicable:] Make partial mortgage payments of \$ by the first day of each month beginning on 1, 20 until your house is sold and title is transferred. While you are selling your house, you still legally owe the full amount of your current monthly mortgage payment. However, as part of this Agreement, we will accept this reduced payment until the house is sold and closes or this Agreement expires. These payments do not constitute a modification of your mortgage.
€	Be able to provide the buyer of your home with clear title. To start, determine if you have other loans, judgments or liens secured by your home, such as a home-equity line of credit or a second mortgage. If there are such liens, you will need to either pay these loans off in full or negotiate with the lien holders to release them before the closing date. Under this program, you must make sure other lien holders will agree not to pursue other legal action related to the payoff of their lien, such as a deficiency judgment. You can get help from your broker to negotiate with the other lien holders.
4	We may allow an aggregate of up to \$6,000 to be paid from the sale proceeds to help get subordinate mortgage lien releases and an aggregate of up to [choose one as applicable] [\$] OR [% of gross sales proceeds] [insert amount or percentage, as applicable and as determined by servicer] to be paid from sale proceeds to help get subordinate non-mortgage lien releases. If you have these types of liens or loans on your home, please gather any paperwork you have (such as your last statement) and send it to us when you return this signed Agreement. Remember, clearing these other liens and delivering clear and marketable title is your responsibility.
6	At several stages of the short sale process, such as after an offer is received, you will need to complete some paperwork. You are responsible for returning all documents within the time allowed in this Agreement.

If you fulfill these responsibilities, we will postpone any foreclosure sale during the period of this Agreement.

Important Program Information



Short Sale Program—Additional Information

- You can't list the property with or sell it to anyone that you are related to or have a close personal or business relationship with. In legal language, it must be an "arm's length transaction." If you have a real estate license you can't earn a commission by listing your own property. You may not have any agreements to receive a portion of the commission or the sales price after closing. Any buyer of your property must agree to not sell the home within 90 calendar days of the date it is sold by you. You may not have any expectation that you will be able to buy or rent [servicer may delete "or rent" in accordance with investor guidelines] your house back after the closing. Any knowing violation of the arm's length transaction prohibition may be a violation of federal law.
- We will need to talk to your broker and others involved in the sale. By signing this Agreement, you are
 authorizing us to communicate and share personal financial information about your mortgage, credit history,
 subordinate liens, and plans for relocation with your broker and other third parties that could be involved in
 the transaction including employees of the United States Treasury and its financial agents, Fannie Mae and
 Freddie Mac.
- The difference between the remaining amount of principal you owe and the amount that we receive from the sale must be reported to the Internal Revenue Service (IRS) on Form 1099C, as debt forgiveness. In some cases, debt forgiveness could be taxed as income. The amount we pay you for moving expenses may also be reported as income. We suggest that you contact the IRS or your tax preparer to determine if you may have any tax liability.
- We will follow standard industry practice and report to the major credit reporting agencies that your
 mortgage was settled for less than the full payment. We have no control over, or responsibility for the impact
 of this report on your credit score. To learn more about the potential impact of a short sale on your credit you
 may want to go to https://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm.

[Insert optional Deed-in-Lieu language if applicable:

If by the termination date of this Agreement, you have complied with all your responsibilities but are unable to sell your home, we will allow you to convey ownership of your home and all real property secured by your mortgage loan (your "Property"). While this action, called a deed-in-lieu of foreclosure, will not allow you to keep your Property, it will prevent you from going through a foreclosure sale and it will release you from all responsibility to repay the mortgage debt. Additionally, you will still be eligible to receive \$3,000 to help with your moving expenses.

You and all other occupants must vacate your Property and provide clear and marketable title with a general warranty deed or local equivalent by [[insert date at least 30 days after the date of this Agreement if a deed-for-lease is not applicable] or [insert date that the applicable deed-for-lease terminates if applicable]]. You must leave the house in broom clean condition, free of interior and exterior trash, debris or damage, and all personal belongings must be removed from the Property. The yard must be clean and neat and you must deliver all the keys and controls, such as garage door openers, to us. You may be required to sign standard pre-closing documents as well as attend a closing of the conveyance of your Property where all borrowers on the mortgage must be present.

You must also be able to deliver marketable title free of any other liens. We will allow (i) up to \$6,000 in aggregate for all subordinate mortgage liens and (ii) up to [choose one as applicable] [\$______] OR [______% of gross sales proceeds] [insert amount or percentage as applicable and as determined by servicer] in aggregate for all subordinate non-mortgage liens, in each case to be deducted from sales proceeds to pay, in order of priority, such subordinate lien holders to release their liens. We require each subordinate lien holder to release you from personal liability for the loans in order for the sale to qualify for this program, but we do not take any responsibility for ensuring that the lien holders do not seek to enforce personal liability against you. Therefore, we recommend that you take steps to satisfy yourself that the subordinate lien holders release you from personal liability.

Important Program Information



By signing this letter, you are agreeing not only to a short sale but also to a deed-in-lieu of foreclosure if a short sale is not successful. If you have any questions about the deed-in-lieu of foreclosure, please call us before signing and returning this letter.]

Short Sale Program—Receiving/Accepting an Offer

When you receive an offer on your home, within the next 3 business days, you will send us a Request to Approve a Short Sale (RASS) form, a copy of which is attached to this Agreement as Exhibit A1. You will also need to send along a copy of the signed purchase offer and evidence that the buyer has funds to purchase the home, such as a letter that the buyer is approved for a mortgage loan. Within 10 business days of our receipt of these documents, we will approve the sale if it is within the terms and conditions of this Agreement and any other liens are released.

When the sale closes in accordance with this Agreement, we will accept the net sale proceeds (all the funds that remain after the approved sales costs have been paid) in full satisfaction of your mortgage with us and will release you from all future liability.

We hope you decide to take advantage of this short sale option. If you or your broker have any questions about this Agreement please call us at [insert servicer phone number].

If you would like to speak with a counselor about this program, call the Homeowner's HOPE™ Hotline 1-888-995-HOPE (4673). The Homeowner's HOPE™ Hotline offers free HUD-certified counseling services and is available 24/7 in English and Spanish. Other languages are available by appointment.



Short Sale Agreement Terms and Conditions

- 1. **List Price or Acceptable Sale Proceeds.** [Choose one and delete unnecessary text.] [You agree to list the property in "as is" condition for [dollar amount].] OR [We will accept a sales contract where the proceeds from the sale, less the expenses stated in paragraph 5. Allowable Costs, nets [dollar amount].] We are not responsible for the accuracy of the list price and have no responsibility to you in the event the property is not sold. We may require you to adjust the list price or other offer terms.
- 2. Listing Agreement. The listing agreement must include the following clauses:
 - a. **Cancellation Clause.** "Seller may cancel this Agreement prior to the ending 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 the mortgage holder."
 - b. **Listing Agreement Contingency Clause**. "Sale of the property is contingent on written agreement to all sale terms by the mortgage holder and the mortgage insurer (if applicable)."
- 3. **Property Maintenance and Expenses.** You are responsible for all property maintenance and expenses during the listing period including utilities, assessments, association dues and costs for interior and exterior upkeep required to show the property to its best advantage. Additionally, until ownership is transferred, you must report any and all property damage to us and file a hazard insurance claim for covered damage. Unless insurance proceeds are used to pay for repairs or personal property losses as provided in the mortgage documents, we may require that they be applied to reduce the mortgage debt.

5. Allowable Costs that May be Deducted from Gross Sale Proceeds

- a. Closing Costs. The closing costs paid by you or on your behalf as seller must be reasonable and customary for the market. [Choose one and delete unnecessary text.] [Acceptable closing costs, including the commission, which may be deducted from the gross sale proceeds may not exceed \$_____.] OR [Acceptable closing costs, including the commission, which may be deducted from the gross sale proceeds may not exceed _____% of the list price.] OR [Closing costs which may be deducted from the gross sale proceeds are limited to title search and escrow expenses usually paid by the seller; reasonable settlement escrow/attorney's fees; transfer taxes and recording fees usually paid by the seller; termite inspection and treatment as required by law or custom; pro-rated real property taxes; and, real estate commissions of _____ percent of the contract sales price [add other closing costs that may be included].]
- b. **Subordinate Liens.** We will allow up to an aggregate of \$6,000 to be deducted from the gross sale proceeds to pay subordinate lien holders to release their liens. We require each subordinate lien holder to release you from personal liability for the loans in order for the sale to qualify for this program, but we do not take any responsibility for ensuring that the lien holders do not seek to enforce personal liability against you. Therefore, we recommend that you take steps to satisfy yourself that the subordinate lien holders release you from personal liability.
- c. Real Estate Commissions. We will allow to be paid from sale proceeds, real estate commissions of _____ percent [note not to exceed 6%] of the contract sales price, to be paid to the listing and selling brokers involved in the transaction. Neither you nor the buyer may receive a commission. Any commission that would otherwise be paid to you or the buyer must be reduced from the commission due on sale. [Insert if applicable: Please note: We have retained a vendor to assist your listing broker with the sale. The vendor and your listing broker will work together on your behalf to facilitate the sale process. Vendor fees or charges will not be charged to you and will not be deducted from the real estate commission. Additionally, any outsourcing firm or third party retained as an agent for us may not charge (either directly or indirectly) any outsourcing fee, short sale negotiation fee, or similar fee in connection with the short sale.]
- d. **Borrower Relocation Assistance.** If the closing of the short sale occurs in accordance with this Agreement, you will be entitled to an incentive payment of \$3,000 to assist with relocation expenses. We



will instruct the settlement agent to pay you from the sale proceeds at the same time that all other payments, including the payoff of our first mortgage, are disbursed by the settlement agent. Only one payment per household is provided for the relocation assistance, regardless of the number of borrowers.

- 6. **Sales Contracts.** Within three business days of a bona-fide purchase offer, you must submit a Request for Approval of a Short Sale, which is attached as Exhibit A1, along with a copy of a fully executed Sales Contract, all addenda and Buyer's documentation of funds or Buyer's pre-approval or commitment letter on letterhead from a lender.
- 7. **Parties to the Sale**. The Sales Contract must contain the following clauses: "Seller and Buyer each represent that the sale is an "arm's length" transaction and the Seller and Buyer are unrelated to each other by family, marriage or commercial enterprise." "The Buyer agrees not to sell the property within 90 days of closing of this sale."
- 8. Closing. The closing must occur within _____ calendar days of the Sales Contract execution date.
- 9. **Foreclosure Sale Suspension**. We may initiate or continue the foreclosure process as permitted by the mortgage documents; however, we will suspend any foreclosure sale date until the expiration date of this Agreement or the date of closing of an approved short sale, whichever is later, provided you continue to abide by the terms and conditions of this Agreement.
- 10. **Satisfaction and Release of Liability.** If all of the terms and conditions of this Agreement are met, upon sale and settlement of the property, servicer will prepare and send for recording a lien release in full satisfaction of the mortgage, foregoing all rights to personal liability or deficiency judgment.
- 11. [Insert only if applicable.] Mortgage Insurer or Guarantor Approval. The terms and conditions of the sale are subject to the written approval of the mortgage insurer or guarantor.
- 12. **Termination of this Agreement.** Unless otherwise agreed by the parties, this Agreement will terminate on [insert date]. We may also terminate this Agreement at any time if:
 - a. Your financial situation improves significantly, you qualify for loan modification, you bring the account current or you pay off the mortgage in full.
 - b. You or your broker fails to act in good faith in marketing and /or closing on the sale of the property, or otherwise fails to abide by the terms of this Agreement.
 - c. A significant change occurs to the property condition or value.
 - d. There is evidence of fraud or misrepresentation.
 - e. You file for bankruptcy and the Bankruptcy Court declines to approve the Agreement.
 - f. Litigation is initiated or threatened that could affect title to the property or interfere with a valid conveyance.
 - g. [Insert only if applicable:] You do not make the payments required under this Agreement.
- 13. **Settlement of a Debt**. The proposed transaction represents our attempt to reach a settlement of the delinquent mortgage. You are choosing to enter into this Agreement even though there is no guarantee that the transaction will be successful. In the event this transaction is unsuccessful, we may exercise our remedies under the mortgage, including foreclosure.

Signature of Servicer Representative	Title
ο ο ο ο ο ο ο ο ο ο ο ο ο ο ο ο ο ο ο	
Drinted Name of Compieer Departmentation	Data
Printed Name of Servicer Representative	Date



Short Sale Agreement

Date:

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU SIGN, BECAUSE IT AFFECTS YOUR LEGAL RIGHTS.

Borrower Acknowledgement of Risks, Conditions and Contingencies. In signing and returning this Short Sale Agreement, I/we agree to all the stated terms and conditions. **Borrower Signature** Date Co-Borrower Signature Date **Printed Name** Printed Name **Acknowledgement by Listing Broker** The undersigned listing broker ("Broker") is not a party of the Short Sale Agreement ("Agreement") above, but acknowledges that the Broker: 1. Has been retained by the borrower for the sale of the property. 2. Has reviewed the terms and conditions of the Agreement above. 3. Agrees that in the event of a conflict between the terms of the listing agreement and the terms agreed to by the borrower in the Agreement above, the listing agreement will be deemed amended to conform to the terms of the Agreement. 4. Acknowledges that pursuant to the Agreement, the Servicer will not review a sales contract unless a Request for Approval of Short Sale, attached as Exhibit A1, is completed. Listing Broker Name Listing Broker Signature Address: License #: Office Phone: Cell Phone:

If you have questions, please contact us directly between the hours of [insert hours] at [insert toll free number].

E-mail Address:

If you would like to speak with a counselor about this program, call the Homeowner's HOPE™ Hotline 1-888-995-HOPE (4673). The Homeowner's HOPE™ Hotline offers free HUD-certified counseling services and is available 24/7 in English and Spanish. Other languages are available by appointment.

NOTICE TO BORROWER

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 in your home, 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 Lender 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), 202-622-4559 (fax), or www.sigtarp.gov. Mail can be sent Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.

REQUEST FOR APPROVAL OF SHORT SALE - 4 PAGES

HELP FOR AMERICA'S HOMEOWNERS.



[Name of Servicer] [Name of Borrower] [Address of Servicer] [Name of Co-Borrower]

[Address of Borrower]

[Loan #]

[Servicer FAX] [Borrower Phone] [Servicer Email] [Borrower Email]

[Date]

RE: Request for Approval of Short Sale Pursuant to Agreement Dated [Date of SSA]

This is a Request for Approval of the Short Sale Pursuant to Agreement Dated [Date of SSA] between the above referenced Servicer ("Servicer") and the borrower and co-borrower ("Borrower" or "you"). Under penalty of perjury you certify that:

- 1) the sale of the property is an "arm's length" transaction, between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- 2) there are no agreements or understandings between you and the Buyer that you will remain in the property as a tenant or later obtain title or ownership of the property;
- 3) neither you nor the Buyer will receive any funds or commissions from the sale of the property; and
- 4) there are no agreements or offers relating to the sale or subsequent sale of the property that have not been disclosed to the Servicer.

Please complete, sign and return the Terms of Sale on the following page.

Printed Name



	Terms of Sale [All blanks to be completed by Borrower]:						
1.	Contract Sales Price	\$	6.	Closing Date:			
2.	Less Total Allowable Closing Costs	\$	7.	Approved Buyer(s):			
a.	Commissions	\$					
b.	Settlement Escrow/Attorney Fees	\$					
c.	Seller's Title and Escrow Fees	\$	8.	Settlement Agent:			
d.	Subordinate Lien Payoff	\$					
e.	Transfer taxes/stamps/recording fees	\$					
f.	Real Property Taxes	\$	9.	Settlement Agent's Address:			
g.	Termite Inspection/Repair	\$					
h.	Borrower Relocation Assistance	\$ 3,000					
i.	Other (attach explanation)	\$					
3.	Net Proceeds to Servicer	\$					
4.	Earnest Money Deposit	\$	10.	Settlement Agent's Office Phone:			
5.	Down Payment	\$	11.	Settlement Agent's Office Fax:			
	As required by the Short Sale Agreement, copies of the following documents are attached: Sales contract and all addenda Buyer's documentation of funds or Buyer's pre-approval or commitment letter on letterhead from lender						
Ser	The Borrower represents that the information provided in this Request is true and accurate and authorizes the Servicer to disclose to the U.S. Department of the Treasury or other government agency, Fannie Mae and/or Freddie Mac any information provided in connection with the Making Home Affordable program.						
В	Borrower Signature Date Co- Borrower Signature Date						

If you would like to speak with a counselor about this program, call the Homeowners HOPE™ Hotline 1-888-995-HOPE (4673). The Homeowner's HOPE™ Hotline offers free HUD-certified counseling services and is available 24/7 in English and Spanish. Other languages are available by appointment.

Printed Name

If you have questions, please contact us directly between the hours of [insert hours] at [insert toll free number.]

NOTICE TO BORROWER

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 in your home, 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 Lender 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), 202-622-4559 (fax), or www.sigtarp.gov. Mail can be sent Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.

Servicer Use Only



To be Completed by Your Servicer

Approval of Short Sale - The Servicer consents to this Request for Approval of Short Sale and agrees to accept all net proceeds from the settlement as full and final satisfaction of the first mortgage indebtedness on the referenced property. This agreement is subject to the following:

- A. **Terms** The sale and closing comply with all terms and conditions of the Short Sale Agreement between the Servicer and the Borrower as well as all terms and representations provided herein by the Borrower.
- B. **Changes** Any change to the terms and representations contained in this Request for Approval of Short Sale or the attached sales contract between you and the buyer must be approved by the Servicer in writing. The Servicer is under no obligation to approve such changes.
- C. Subordinate Liens Prior to releasing any funds to holders of subordinate liens/mortgages, the closing agent must obtain a written commitment from the subordinate lien holder that it will release Borrower from all claims and liability relating to the subordinate lien in exchange for receiving the agreed upon payoff amount.
- D. **HUD-1** A HUD-1 Settlement Statement, which will be signed by you and the buyer at closing, must be provided to the Servicer not later than one business day before the date indicated in Line 4, *Closing Date*.
- E. **Bankruptcy** If you are currently in bankruptcy or you file bankruptcy prior to closing, you must obtain any required consent or approval of the Bankruptcy Court.
- F. **Tax Consequences** A short payoff of the mortgage may have tax consequences. You are advised to contact a tax professional to determine the extent of tax liability, if any.
- G. **Credit Bureau Reporting** We will follow standard industry practice and report to the major credit reporting agencies that your mortgage was settled for less than the full payment. We have no control over or responsibility for the impact of this report on your credit score. To learn more about the potential impact of a short sale on your credit you may want to go to http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm.
- H. **Payment Instructions** Payoff funds and a final HUD-1 Settlement Statement must be received by the Servicer within 48 hours of closing in accordance with the attached wiring instructions. [include instructions]
- 1. **Closing Instructions** [include proprietary closing instructions, if any]

If you have questions, please contact us directly between the hours of [insert hours] at [insert toll free numbe				
Signature of Servicer Representative	Title			
Printed Name of Servicer Representative	Date			

Servicer Use Only



To be Completed by Your Servicer

Disapproval of Short Sale - The Servicer disapproves this Request for Approval of Short Sale, for the following reasons (check all applicable reasons):

	You did not comply with all terms and conditions of the Borrower dated/as it relates to	
	The Request for Approval of Short Sale was not complete. Failure to provide executed sales contract or a Failure to provide buyer's documentation of for commitment letter on letterhead from lender.	nddenda unds to close or buyer's pre-approval or
	 Excessive financial concessions Excessive commissions Excessive closing costs 	·
	The mortgage insurer did not approve the short sale.	
	Other:	
If you	have questions, please contact us directly between the	hours of [insert hours] at [insert toll free number.]
Signati	cure of Servicer Representative	Title
Printed	d Name of Servicer Representative	Date

ALTERNATIVE REQUEST FOR APPROVAL OF SHORT SALE - 6 PAGES FIND AT WWW.HMPADMIN.COM USE FORM 185 FOR FANNIE MAE

HELP FOR AMERICA'S HOMEOWNERS.



[Name of Servicer] [Name of Borrower]
[Address of Servicer] [Name of Co-Borrower]
[Address of Borrower]

[Loan #]

[Servicer FAX] [Borrower Phone] [Servicer Email] [Borrower Email]

[Date]

RE: Request for Approval of Short Sale

You have taken an important step toward selling your home and avoiding foreclosure by participating in the federal government's **Home Affordable Foreclosure Alternatives** (HAFA) Program. This letter is a Request for Approval of a Short Sale and contains important information.

Read the following pages carefully and complete, sign and return the Terms and Conditions.

If you have not previously contacted us regarding eligibility for a loan modification, you should consider this alternative. Under the Home Affordable Modification Program (HAMP), you may qualify for a modification with affordable and sustainable monthly payments that would allow you to keep your home. Please contact us by [insert date 14 calendar days from date of this request] if you wish to be considered for a loan modification.

If you have questions, please contact us directly between the hours of [insert hours] at [insert toll free number.]

Sincerely,

[Servicer Name]



The borrower and co-borrower, if applicable ("Borrower" or "you"), of the above loan contacted the Servicer ("Servicer" or "we") because your mortgage payments are no longer affordable and you would like to avoid foreclosure. After listing your house for sale, an offer was received. However, the sale may not be sufficient to pay off the loan. This is a Request for Approval of a Short Sale ("Request") of the subject property, the net sale proceeds from which we agree to accept as the payoff of the mortgage loan even though the proceeds are expected to be less than the full amount due.

Short Sale Program—Terms and Conditions of the Request are as follows:

5	J. C 30	ne Frogram Terms and conditions of the request are as follows.
1.	Allow a.	Closing Costs. The closing costs paid by you or on your behalf as seller must be reasonable and customary for the market. [Choose one and delete unnecessary text.] [Acceptable closing costs, including the commission, which may be deducted from the gross sale proceeds may not exceed \$] OR [Acceptable closing costs, including the commission, which may be deducted from the gross sale proceeds may not exceed% of the list price.] OR [Closing costs which may be deducted from the gross sale proceeds are limited to title search and escrow expenses usually paid by the seller; reasonable settlement escrow/attorney's fees; transfer taxes and recording fees usually paid by the seller; termite inspection and treatment as required by law or custom; pro-rated real property taxes; and, negotiated real estate commissions not to exceed six percent (6%) of the contract sales price [add other closing costs that may be included].]
	b.	Subordinate Liens. We will allow a total of (i) \$6,000 to pay subordinate mortgage lien holders to release their mortgage liens and (ii) [choose one as applicable] [\$] OR [% of the gross sale proceeds] [insert amount or percentage, as applicable and as determined by servicer] to pay subordinate non-mortgage lien holders to release their non-mortgage liens, in each case to be deducted from gross sale proceeds. We require each subordinate lien holder to release you from personal liability for the loans in order for the sale to qualify for this program, but we do not take any responsibility for ensuring that the lien holders do not seek to enforce personal liability against you. Therefore, we recommend that you take steps to satisfy yourself that the subordinate lien holders release you from personal liability.
	C.	Real Estate Commissions. We will allow to be paid from sale proceeds, real estate commissions as stated in the listing agreement between you and your broker, not to exceed six percent (6%) of the contract sales price, to be paid to the listing and selling brokers involved in the transaction. Neither you nor the buyer may receive a commission. Any commission that would otherwise be paid to you or the buyer must be reduced from the commission due on sale. [Insert if applicable: Please note: We have retained a vendor to assist your listing broker with the sale. The vendor and your listing broker will work together on your behalf to facilitate the sale process. Vendor fees or charges will not be charged to you and will not be deducted from the real estate commission. Additionally, any outsourcing firm or third party retained as an agent for us may not charge (either directly or indirectly) any outsourcing fee, short sale negotiation fee, or similar fee in connection with the short sale.]
	d.	Borrower Relocation Assistance. If the closing of the short sale occurs in accordance with this Agreement, you will be entitled to an incentive payment of \$3,000 to assist with relocation expenses. We will instruct the settlement agent to pay you from the sale proceeds at the same time that all other payments, including the payoff of our first mortgage, are disbursed by the settlement agent. Only one payment per household is provided for the relocation assistance, regardless of the number of borrowers.
1.	hon inte haz	perty Maintenance and Expenses. You are responsible for all property maintenance and expenses of your ne until you convey your Property to us, including utilities, assessments, association dues, and costs for erior and exterior maintenance. Additionally, you must report any and all property damage to us and file a ard insurance claim for covered damage. Unless insurance proceeds are used to pay for repairs or sonal property losses, we may require that they be applied to reduce the mortgage debt.
2.	req	sert only if applicable:] Partial Mortgage Payments. Beginning on1, 20, you will be uired to make partial mortgage payments of \$ by the first day of each month during the term of Request and pending transfer of property ownership. You are legally obligated to make the full amount of



your current monthly mortgage payments. However, we will accept this reduced partial payment until the house is sold or this Agreement expires. The partial mortgage payments do not constitute a modification of your mortgage.

- 3. **Parties to the Sale**. The Sales Contract must include the following clauses: "Seller and Buyer each represent that the sale is an "arm's length" transaction and the Seller and Buyer are unrelated to each other by family, marriage or commercial enterprise." "The Buyer agrees not to sell the property within 90 days of closing of this sale."
- 4. **Foreclosure Sale Suspension**. We may initiate or continue the foreclosure process as permitted by the mortgage documents; however, we will suspend any foreclosure sale date until the expiration date of this Request or the date of closing of an approved short sale, whichever is later, provided that you abide by its terms and conditions.
- 5. **Satisfaction and Release of Liability.** If all of the terms and conditions of this Request are met, upon sale and settlement of the property, we will prepare and send to the settlement agent for recording, a lien release in full satisfaction of the mortgage, foregoing all rights to pursue a deficiency judgment.
- 6. [Insert only if applicable.] Mortgage Insurer or Guarantor Approval. The terms and conditions of the purchase contract are subject to the written approval of the mortgage insurer or guarantor.
- 7. **Termination of This Request.** Unless otherwise agreed by the parties, this Request will terminate on [insert date] if the sale does not close. This Request may be terminated earlier if:
 - a. You fail to provide all the required documents listed above.
 - b. Your financial situation improves significantly, you qualify for a modification, you bring the account current or you pay off the mortgage in full.
 - c. You or your broker fails to act in good faith in closing on the sale of the property or otherwise fails to abide by the terms of this Request.
 - d. A significant change occurs to the property condition or value.
 - e. There is evidence of fraud or misrepresentation.
 - f. You file for bankruptcy and the Bankruptcy Court declines to approve the Request.
 - g. Litigation is initiated or threatened that could affect title to the property or interfere with a valid conveyance.
 - h. [Insert only if applicable:] You do not make the payments required under this Request.
- 8. **Settlement of a Debt**. The proposed transaction represents the Servicer's attempt to reach a settlement of the delinquent mortgage. You are choosing to enter into this transaction even though there is no guarantee that the transaction will be successful. In the event this transaction is unsuccessful, the Servicer may exercise all remedies under the mortgage, including foreclosure.

Under penalty of perjury, you certify that:

- 1. the sale of the property is an "arm's-length" transaction, between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- 2. there are no agreements or understandings between you and the Buyer that you will remain in the property as a tenant or later obtain title or ownership of the property;
- 3. neither you nor the Buyer will receive any funds or commissions from the sale of the property; and
- 4. there are no agreements or offers relating to the sale or subsequent sale of the property that have not been disclosed to the Servicer.



L.	Contract Sales Price	\$	6. Closing Date:
2.	Less Total Allowable Closing Costs	\$	7. Approved Buyer(s):
э.	Commissions	\$	
b.	Settlement Escrow/Attorney Fees	\$	
c.	Seller's Title and Escrow Fees	\$	8. Settlement Agent:
d.	Subordinate Lien Payoff	\$	
e.	Transfer taxes/stamps/recording fees	\$	
f.	Real Property Taxes	\$	9. Settlement Agent's Address:
g.	Termite Inspection/Repair	\$	
h.	Borrower Relocation Assistance	\$ 3,000	
i.	Other (attach explanation)	\$	
3.	Net Proceeds to Servicer	\$	
4.	Earnest Money Deposit	\$	10. Settlement Agent's Office Phone:
5.	Down Payment	\$	11. Settlement Agent's Office Fax:

Executed copy of the sales contract and all addenda;
 Buyer's documentation of funds or Buyer's pre-approval or commitment letter on letterhead from a lender;
 Information about other liens secured by your home such as home-equity loans;
 [Insert only if applicable:] Completed and signed Hardship Affidavit form; and
 Servicer must have these documents no later than [insert date 14 calendar days from date of this request] or we will not be able to respond to this request. Please send us these documents at the following address: [insert servicer address].

The Borrower represents that the information provided in this Request is true and accurate and authorizes the Servicer to disclose to the U.S. Department of the Treasury or other government agency, Fannie Mae and/or Freddie Mac any information provided in connection with the Making Home Affordable program.

Borrower Signature	Date	Co- Borrower Signature	Date
Printed Name		Printed Name	

If you would like to speak with a counselor about this program, call the Homeowner's HOPE™ Hotline 1-888-995-HOPE (4673). The Homeowner's HOPE™ Hotline offers free HUD-certified counseling services and is available 24/7 in English and Spanish. Other languages are available by appointment.

If you have questions, please contact us directly between the hours of [insert hours] at [insert toll free number.]

NOTICE TO BORROWER

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 in your home, 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 Lender 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), 202-622-4559 (fax), or www.sigtarp.gov. Mail can be sent Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.

Servicer Use Only



To be Completed by Your Servicer

Approval of Short Sale - The Servicer consents to this Request for Approval of Short Sale and agrees to accept all net proceeds from the settlement as full and final satisfaction of the first mortgage indebtedness on the referenced property. This approval is subject to the following:

- A. **Terms** The sale and closing comply with all terms and conditions of the Request as well as all terms and representations provided herein by the Borrower.
- B. **Changes** Any change to the terms and representations contained in the Request or the attached sales contract between you and the buyer must be approved by the Servicer in writing. The Servicer is under no obligation to approve such changes.
- C. **Subordinate Liens** Prior to releasing any funds to holders of subordinate liens/mortgages, the closing agent must obtain a written commitment from the subordinate lien holder that it will release Borrower from all claims and liability relating to the subordinate lien in exchange for receiving the agreed upon payoff amount.
- D. **HUD-1** A HUD-1 Settlement Statement, which will be signed by you and the buyer at closing, must be provided to the Servicer not later than one business day before the date indicated in Line 4, *Closing Date*.
- E. **Bankruptcy** If you are currently in bankruptcy or you file bankruptcy prior to closing, you must obtain any required consent or approval of the Bankruptcy Court.
- F. **Tax Consequences** A short payoff of the mortgage may have tax consequences. You are advised to contact a tax professional to determine the extent of tax liability, if any.
- G. **Credit Bureau Reporting** We will follow standard industry practice and report to the major credit reporting agencies that your mortgage was settled for less than the full payment. We have no control over or responsibility for the impact of this report on your credit score. To learn more about the potential impact of a short sale on your credit you may want to go to http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm.
- H. **Payment Instructions** Payoff funds and a final HUD-1 Settlement Statement must be received by the Servicer within 48 hours of closing in accordance with the attached wiring instructions. [include instructions]
- 1. **Closing Instructions** [include proprietary closing instructions, if any]

If you have questions, please contact us directly between the hours of [insert hours] at [insert toll free numbe				
Signature of Servicer Representative	Title			
Printed Name of Servicer Representative	Date			

Servicer Use Only



To be Completed by your Servicer

Disapproval of Short Sale - The Servicer disapproves this Request for Approval of Short Sale, for the following reasons (check all applicable reasons):

	You did not comply with all terms and conditions of the Request for Approval of Short Sale as it relates to section/s:			
	The Request for Approval of Short Sale was not complete and	d/or fully executed.		
	☐ Failure to provide executed sales contract or adden			
	 Failure to provide buyer's documentation of funds to commitment letter on letterhead from lender 	o close or buyer's pre-approval or		
	The net proceeds available to pay off the first mortgage loan			
	□ Contract sales price is below list price stated in Sho	<u> </u>		
	□ Net proceeds amount is less than acceptable net p	proceeds stated in Short Sale Agreement		
	 Excessive financial concessions 			
	☐ Excessive commissions			
	□ Excessive closing costs			
□ Excessive payments to subordinate liens/mortgages OR release of subordinate liens did				
	occur			
	The mortgage insurer, investor or guarantor of the loan did r	not approve the short sale.		
	Other:			
If you	ou have questions, please contact us directly between the hour	s of [insert hours] at [insert toll free number.]		
Signat	ature of Servicer Representative Title			
Printe	ted Name of Servicer Representative Date			

DEED-IN-LIEU AGREEMENT - 3 PAGES

HELP FOR AMERICA'S HOMEOWNERS.



[Name of Servicer] [Name of Borrower]
[Address of Servicer] [Name of Co-Borrower]
[Address of Borrower]

[Loan #]

[Servicer FAX] [Borrower Phone] [Servicer Email] [Borrower Email]

[Date]

Dear [borrower and co-borrower name(s)]:

As your mortgage servicer, we are offering you the opportunity to participate in the federal government's **Home Affordable Foreclosure Alternatives** (HAFA) Program by utilizing the Deed-in-Lieu of Foreclosure (DIL) option to avoid foreclosure.

Home Affordable Foreclosure Alternatives Program - Deed-in-Lieu of Foreclosure

A "deed-in-lieu of foreclosure" is specifically designed to help borrowers who are unable to afford their first mortgage and want to avoid foreclosure. With a DIL, you voluntarily transfer ownership of your home and all real property secured by your mortgage loan (Property) to us to satisfy the total amount due on the first mortgage.

[Include or delete as appropriate.] While you previously entered into a Short Sale Agreement (and you complied with all your responsibilities), your Property did not sell. The DIL option will not allow you to keep your Property, however, it will prevent you from going through a foreclosure sale and it will release you from all responsibility to repay the mortgage debt. Additionally, you will be eligible to receive an assistance payment of \$3,000 to help with your moving expenses.

How Does a DIL Work?

- **Title**—You and all other occupants must vacate your Property and provide clear and marketable title with a general warranty deed or local equivalent by [insert date at least 30 days after the date of this Agreement].
 - You must also be able to deliver marketable title free of any other liens. We will contribute up to six percent (6%) of the unpaid principal balance of each subordinate lien, not to exceed a total of \$6,000, toward paying off any subordinate lien holders.
 - We require each subordinate lien holder to release you from personal liability for the loans in order for the sale to qualify for this program, but we do not take any responsibility for ensuring that the lien holders do not seek to enforce personal liability against you. Therefore, we recommend that you take steps to satisfy yourself that the subordinate lien holders release you from personal liability.
- **Property Condition**—You must leave the house in broom-clean condition, free of interior and exterior trash, debris or damage, and all personal belongings must be removed from the Property. The yard must be clean and neat and you must deliver all the keys and controls (e.g., garage door openers) to us.
- **Transfer/Closing**—You may be required to sign standard pre-closing documents as well as attend a closing of the transfer of your Property where all borrowers on the mortgage must be present.

The following pages detail your responsibilities, additional information on the DIL process and the Terms and Conditions. Additionally, this letter constitutes an agreement between us and you ("Agreement"). If you agree to the terms of the Agreement and want to proceed with a DIL, you must complete, sign and return the Agreement back to us. If you have questions, please contact us directly between the hours of [insert hours] at [insert toll free number.]

Sincerely, [Servicer Name]



DIL Program—Terms and Conditions

Other terms and conditions to the Deed-in-Lieu Agreement ("Agreement"):

- 1. **Property Maintenance and Expenses.** You are responsible for all property maintenance and expenses of your Property until you convey it to us including utilities, assessments, association dues, and costs for interior and exterior maintenance. Additionally, you must report any and all property damage to us and file a hazard insurance claim for covered damage. Unless insurance proceeds are used to pay for repairs or personal property losses, we may require that they be applied to reduce the mortgage debt.
- 2. [Insert only if applicable:] Partial Mortgage Payments. You will be required to make partial mortgage payments of \$______ by the first day of each month, beginning on _______ 1, 20____, until title to your house is transferred to us. You are legally obligated to make the full amount of your current monthly mortgage payments. However, we will accept the new partial payment until you have conveyed your Property. The partial mortgage payments do not constitute a modification of your mortgage.
- 3. **Borrower Relocation Assistance.** If you comply with all your responsibilities under the Agreement, you will be entitled to an incentive payment of \$3,000 to assist with relocation expenses. If there is a formal closing and you have vacated your Property, you will receive your incentive payment at closing. If at the time of closing you have not vacated your Property, we will mail you a check within 5 business days from when you vacate your Property and deliver the keys to us. Similarly, if a formal closing is not conducted, we will mail you a check within 5 business days from the later of when you execute the deed to us or when you vacate your Property and deliver the keys to us. Only one payment per household is provided for the relocation assistance, regardless of the number of borrowers.
- 4. **Foreclosure Sale Suspension**. We may initiate or continue the foreclosure process as permitted by the mortgage documents; however, we will suspend any foreclosure sale date until the conveyance of your Property has been completed, provided you continue to abide by the terms and conditions of this Agreement.
- 5. **Satisfaction and Release of Liability.** If all of the terms and conditions of this Agreement are met, upon conveyance of your Property to us by General Warranty deed or the equivalent in the state where your Property is located, we will prepare and record a lien release in full satisfaction of the mortgage, foregoing all rights to pursue a deficiency judgment.
- 6. [Insert only if applicable] Mortgage Insurer or Guarantor Approval. The terms and conditions of the Agreement are subject to the written approval of the mortgage insurer or guarantor.
- 7. **Termination of This Agreement.** We may terminate this Agreement at any time if:
 - a. Your financial situation improves significantly, you qualify for loan modification, you bring the account current or you pay off the mortgage in full.
 - b. You fail to act in good faith with the Agreement.
 - c. A significant change occurs to the property condition or value.
 - d. There is evidence of fraud or misrepresentation.
 - e. You file for bankruptcy and the Bankruptcy Court declines to approve the agreement.
 - f. Litigation is initiated or threatened that could affect title to the property or interfere with a valid conveyance.
 - g. [Insert only if applicable:] You do not make the payments required under this Agreement.
- 8. **Settlement of a Debt**. The proposed transaction represents our attempt to reach a settlement of the delinquent mortgage. You are choosing to enter into this Agreement even though there is no guarantee that the transaction will be successful. In the event this transaction is unsuccessful, we may exercise our remedies under the mortgage, including foreclosure.
- 9. **Possible Income Tax Considerations.** The difference between the remaining amount of principal you owe and the current market value of the property must be reported to the Internal Revenue Service (IRS) on Form 1099-C as debt forgiveness. In some cases, debt forgiveness could be taxed as income. The amount we pay you for moving expenses may also be reported as income. We suggest that you contact the IRS or your tax preparer to determine if you may have any tax liability.
- 10. **Credit Bureau Reporting**. We will follow standard industry practice and report to the major credit reporting agencies that your mortgage was settled for less than the full payment. We have no control over, or responsibility for the impact of this report on your credit score. To learn more about the potential impact of a deed-in-lieu on your credit, you may want to go to http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm.

Program Agreement



DIL Program—Agreement

By signing this Agreement, you are agreeing to a deed-in-lieu of foreclosure. If you have any questions about the deed-in-lieu of foreclosure, please call us before signing and returning this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU SIGN, BECAUSE IT AFFECTS YOUR LEGAL RIGHTS.

Borrower Acknowledgement of Risks, Conditions and Contingencies. In signing and returning this Deed-in-Lieu

Agreement I/we agree to all the stated terms and conditions.

Borrower Signature Date Co- Borrower Signature Date

Printed Name Printed Name

If you would like to speak with a counselor about this program, call the Homeowner's HOPE™ Hotline 1-888-995-HOPE (4673). The Homeowner's HOPE™ Hotline offers free HUD-certified counseling services and is available 24/7 in English and Spanish. Other languages are available by appointment.

If you have questions, please contact us directly between the hours of [insert hours] at [insert toll free number.]

NOTICE TO BORROWER

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 in your home, 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 Lender 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), 202-622-4559 (fax), or www.sigtarp.gov. Mail can be sent Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.

HAFA SAMPLE MATRIX FORM

[Instructions for Servicers to be removed from published Matrix - The following topics and language are provided only as an example of what a servicer might include as an aspect of their HAFA program that is unique. Each servicer must draft the language to be consistent with its HAFA program guidance and any specific investor requirements or prohibitions.]

[Servicer Name] Home Affordable Foreclosure Alternative (HAFA) Matrix

All servicers that have signed agreements with the U.S. Department of the Treasury (Treasury) to participate in the Home Affordable Modification Program (HAMP) must consider eligible borrowers who do not qualify for HAMP for other foreclosure prevention options including Home Affordable Foreclosure Alternatives (HAFA) which includes short sale and deed-in-lieu. However, each servicer has some discretion in determining additional eligibility criteria and certain program rules. In order to assist borrowers and their representatives in understanding any unique components of a servicer's HAFA Policy, Treasury, has developed this HAFA Matrix. The summary information in this matrix is prepared solely by [Servicer's Name] and does not represent any determination by the Treasury as to the servicer's compliance with the Treasury's policies and guidance for HAFA. Treasury does not endorse any language or policy described in this matrix. Any questions regarding the information contained in this matrix should be directed solely to [Servicer's Name].

	Last Updated:				
ELIGIBILITY REQUIREMENTS	List HAFA basic eligibility and any servicer/investor specific requirements including any limitations based on: Delinquency status including imminent default Pending foreclosure sale Individual investor or Mortgage Insurance requirements Subordinate lien status Property value or Loan-to-Value Borrower assets Other				
DOCUMENTATION REQUIREMENTS	List all HAFA and servicer/investor specific document requirements including those for: Preapproved Short Sale Agreement (SSA) • Hardship Affidavit/Request for Modification and Affidavit (RMA) • Evidence of residency • Dodd Frank Certification • Subordinate lien documentation • Form of income verification, if required Existing Offer Submitted Using an Alternative Request for Approval of Short Sale (Alternative RASS) Same documents as SSA plus: • Accepted purchase contract Imminent Default — List any additional income or asset verification requirements for current borrowers at risk of imminent default.				

VALUATIONS	Establishing Property Value -Describe how property value is initially established (<i>i.e.</i> , appraisal, BPO, AVM, etc.).				
	Disputed Valuations – Describe process for disputing property valuation including: Required documentation Contact names, email and phone Estimate evaluation timeframe				
	<u>Price Reduction Review During Marketing Period</u> – Describe the frequency with which list price will be reviewed during the marketing period and any formal price reduction strategy.				
PAYMENTS DURING MARKETING PERIOD	Indicate if, and under what circumstances borrowers are required to make partial payments during the marketing period. (Payment not to exceed 31% DTI)				
DEED-IN-LIEU POLICY / SPECIAL PROGRAMS	<u>Deed-In-Lieu</u> - Describe the circumstances under which deed-in-lieu will be considered and any unique requirements or conditions.				
	<u>Special Programs</u> - Describe any special programs or options that may be available such as deed-for lease or sales to approved non-profit vendors including eligibility requirements for these programs.				
AVERAGE TIMELINES	Describe approximate timeframes for processing various aspects of a HAFA short sale, including any specific requirements for borrower compliance with timelines, for example: Submission of required income/eligibility documentation Eligibility Review to Issuance of SSA Borrower return of SSA Marketing period Submission of purchase contract Servicer's approval of purchase contract Escrow and Closing				
CONTACT INFORMATION	Provide best contact information including name, phone, email and fax as appropriate for various aspects of HAFA transactions, for example:				
THIRD PARTY VENDORS	List any vendors that the borrower or agent may interface with. Provide a brief description of their role and provide contact information for each.				

87

in the matrix as it relates to individual investor or mortgage insurance restrictions or additional program requirements.

	ER ASSISTANCE FORM		
other required documer you and your intentions	ntation to be considered for a to either keep or transition o insurance premiums; (5) ban	vailable s out of you	need help, you must complete and submit this form along with solutions. On this page, you must disclose information about (1) r home; (2) information on the property's status; (3) real estate 6) your credit counseling agency, and (7) information concerning
documentation that you Hardship Affidavit in wh	must submit in support of ye	our reque f your har	ome, expenses and assets. Page 2 also lists the required income st for assistance. Then on Page 3, you must complete the dship. The Hardship Affidavit informs you of the required hip claim.
agreements, including	certifying that all of the inf	ormation	u will make important certifications, representations and in this Borrower Assistance Form is accurate and truthful ission of this request for mortgage relief.
			urn consists of: (1) this completed, signed and dated Borrower (3) required income documentation, and (4) required hardship
Loan I.D. Number	(usua	ally found o	on your monthly mortgage statement)
I want to:	Keep the Property	Sell th	e Property
The property is currently			and Home An Investment Property
			<u>-</u>
The property is currently	: LOwner Occupied	Rente	r occupied Vacant
	BORROWER		CO-BORROWER
BORROWER'S NAME			CO-BORROWER'S NAME
SOCIAL SECURITY NUMBER	DATE OF BIRTH		SOCIAL SECURITY NUMBER DATE OF BIRTH
			SOCIAL SECURITY NUMBER DATE OF BIRTH HOME PHONE NUMBER WITH AREA CODE
HOME PHONE NUMBER WITH A	AREA CODE		HOME PHONE NUMBER WITH AREA CODE
HOME PHONE NUMBER WITH A	AREA CODE		
HOME PHONE NUMBER WITH A	AREA CODE		HOME PHONE NUMBER WITH AREA CODE
HOME PHONE NUMBER WITH A	AREA CODE		HOME PHONE NUMBER WITH AREA CODE
HOME PHONE NUMBER WITH A CELL OR WORK NUMBER WITH MAILING ADDRESS	AREA CODE	ME)	HOME PHONE NUMBER WITH AREA CODE
HOME PHONE NUMBER WITH A CELL OR WORK NUMBER WITH MAILING ADDRESS PROPERTY ADDRESS (IF SAME A Is the property listed for sale If yes, what was the listing d If property has been listed for	AREA CODE AREA CODE S MAILING ADDRESS, JUST WRITE SAM		HOME PHONE NUMBER WITH AREA CODE CELL OR WORK NUMBER WITH AREA CODE EMAIL ADDRESS Have you contacted a credit-counseling agency for help? Yes No If yes, please complete the counselor contact information below: Counselor's Name:
HOME PHONE NUMBER WITH A MAILING ADDRESS PROPERTY ADDRESS (IF SAME A s the property listed for sale if yes, what was the listing of property has been listed for property? Yes No Date of offer:	AREA CODE AREA CODE AS MAILING ADDRESS, JUST WRITE SAN PROPERTY OF SAN AREA CODE AREA CODE AREA CODE AREA CODE AREA CODE		HOME PHONE NUMBER WITH AREA CODE CELL OR WORK NUMBER WITH AREA CODE EMAIL ADDRESS Have you contacted a credit-counseling agency for help? Yes No If yes, please complete the counselor contact information below:
HOME PHONE NUMBER WITH A MAILING ADDRESS PROPERTY ADDRESS (IF SAME A sthe property listed for sale if yes, what was the listing d if property? Yes No Date of offer: Agent's Name: Agent's Phone Number:	AREA CODE AREA CODE S MAILING ADDRESS, JUST WRITE SAM P		HOME PHONE NUMBER WITH AREA CODE CELL OR WORK NUMBER WITH AREA CODE EMAIL ADDRESS Have you contacted a credit-counseling agency for help? Yes No If yes, please complete the counselor contact information below: Counselor's Name: Counselor's Phone Number:
HOME PHONE NUMBER WITH A MAILING ADDRESS PROPERTY ADDRESS (IF SAME A s the property listed for sale if yes, what was the listing d if property? Yes No Date of offer: Agent's Name: Agent's Phone Number: For Sale by Owner?	AREA CODE AREA CODE	r on the	HOME PHONE NUMBER WITH AREA CODE CELL OR WORK NUMBER WITH AREA CODE EMAIL ADDRESS 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:
HOME PHONE NUMBER WITH A CELL OR WORK NUMBER WITH MAILING ADDRESS PROPERTY ADDRESS (IF SAME A Is the property listed for sale If yes, what was the listing d If property has been listed for property? Yes No Date of offer: Agent's Name: Agent's Name: For Sale by Owner? Do you have condominium of Total monthly amount: \$	AREA CODE No ate? Armount of Offer: \$	r on the	HOME PHONE NUMBER WITH AREA CODE CELL OR WORK NUMBER WITH AREA CODE EMAIL ADDRESS 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:
Is the property listed for sale If yes, what was the listing d If property has been listed for property?	AREA CODE AREA CODE AREA CODE S MAILING ADDRESS, JUST WRITE SAM 2	r on the	HOME PHONE NUMBER WITH AREA CODE CELL OR WORK NUMBER WITH AREA CODE EMAIL ADDRESS 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:
HOME PHONE NUMBER WITH A CELL OR WORK NUMBER WITH MAILING ADDRESS PROPERTY ADDRESS (IF SAME A Is the property listed for sale If yes, what was the listing d If property has been listed fo property? Yes No Date of offer: Agent's Name: Agent's Name: For Sale by Owner? Do you have condominium of Total monthly amount: \$	AREA CODE AREA CODE AREA CODE S MAILING ADDRESS, JUST WRITE SAM 2? Yes No ate? Amount of Offer: \$ Yes No or homeowner association (HOA) f are paid to: 2y? Yes No Chapter 7 Chap	fees?	HOME PHONE NUMBER WITH AREA CODE CELL OR WORK NUMBER WITH AREA CODE EMAIL ADDRESS 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:

Monthly Household Income		Monthly Household Expenses/Debt		Household Assets (associated with the property and/or borrower(s)	
Monthly Gross wages	S	First Mortgage Payment	5	Checking Account(s)	5
Overtime	5	Second Mortgage Payment	\$	Checking Account(s)	s
Child Support / Alimony*	S	Homeowner's Insurance	Ş	Savings / Money Market	s
Non-taxable social security/SSDI	5	Property Taxes	\$	CDs	.\$.
Taxable SS benefits or other monthly income from annuities or retirement plans	ş	Credit Cards / Installment Loan(s) (total minimum payment per month)	\$	Stocks / Bonds	.\$
Tips, commissions, bonus and self-employed income	5	Alimony, child support	\$	Other Cash on Hand	.5
Rents Received	\$	Car lease Payments	Ś	Other Real Estate (estimated value)	S
Unemployment Income	\$	HOA/Condo Fees/Property Maintenance	\$	Other	\$
Food Stamps/Welfare	ş	Mortgage Payments on other properties	\$		\$
Other	s	Other	\$		\$
Total (Gross Income)	s	Total Debt/Expenses	s	Total Assets	4

Lien Holder's Name Balance / Interest Rate Loan Number

Required Income Documentation					
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.	Are you self-employed? For each borrower who receives self-employed income, include a complete, signed individual federal income tax return and, as applicable, the business tax return; AND either the most recent signed and dated quarterly or year-to-date profit/loss statement that reflects activity for the most recent three months; OR copies of bank statements for the business account for the last two months evidencing continuation of business activity				
Do you have any additional sources of income? Provide for each borrower as applicable: "Other Earned Income" such as bonuses, commissions, housing allowance, tips, or overtime: Reliable third-party documentation describing the 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. Rental income: Copy of the most recent filed federal tax return with all schedules, including Schedule E—Supplement Income and Loss. Rental income gualifying 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					

Fannie Mae/Freddie Mac Form 710

Page 2 of 4

June 2011

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) 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: ☐ Unemployment No hardship documentation required ☐ Underemployment ☐ 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 ☐ Income reduction (e.g., elimination of ☐ No hardship documentation required, as long as you have submitted the overtime, reduction in regular working income documentation that supports the income described in the Required hours, or a reduction in base pay) Income Documentation section above ☐ Divorce or legal separation; Separation of ☐ Divorce decree signed by the court OR Borrowers unrelated by marriage, civil Separation agreement signed by the court OR union or similar domestic partnership ☐ Current credit report evidencing divorce, separation, or non-occupying under applicable law borrower has a different address OR ☐ Recorded guitclaim deed evidencing that the non-occupying Borrower or co-Borrower has relinquished all rights to the property Death of a borrower or death of either Death certificate OR the primary or secondary wage earner in Obituary or newspaper article reporting the death the household ☐ Long-term or permanent disability; ☐ Doctor's certificate of illness or disability OR ☐ Medical bills OR Serious illness of a borrower/co-☐ Proof of monthly insurance benefits or government assistance (if applicable) borrower or dependent family member Disaster (natural or man-made) adversely ☐ Insurance claim OR ☐ Federal Emergency Management Agency grant or Small Business impacting the property or Borrower's place of employment Administration loan OR ☐ Borrower or Employer property located in a federally declared disaster area Distant employment transfer ☐ No hardship documentation required ☐ Business Failure ☐ Tax return from the previous year (including all schedules) AND Proof of business failure supported by one of the following: · 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

Fannie Mae/Freddie Mac Form 710

Page 3 of 4

June 2011

UNIFORM BORROWER ASSISTANCE FORM

Borrower/Co-Borrower Acknowledgement and Agreement

- 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.
- 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. Lunderstand 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.
- 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.
- 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.

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		

Fannie Mae/Freddie Mac Form 710

Page 4 of 4

June 2011