


# Short Sale Third-Party Authorization Form

Bank of America  Home Loans

## Borrower(s) Acknowledgment

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

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Borrower: \_\_\_\_\_ Co-Borrower: \_\_\_\_\_

The undersigned Borrower and Co-Borrower (if any) (individually and collectively, the "Borrower," "Me" or "My"), authorize(s) Bank of America, N.A., its affiliates, agents and employees to discuss with the third party(ies) described on the next page (the "Designated Representative(s)") on My behalf the sale of the property at the above-listed Property Address (the "Property"), which is secured by a loan owned or serviced by Bank of America, N.A. ("Mortgage"), for an amount less than the outstanding principal balance of the Mortgage (such transaction, a "Short Sale"):

Designated Representative: \_\_\_\_\_  
Designated Representative: \_\_\_\_\_  
Designated Representative: \_\_\_\_\_  
Designated Representative: \_\_\_\_\_

My Designated Representative and Bank of America, N.A. are hereby authorized to share with each other any and all information reasonably requested or otherwise required to be exchanged in connection with the consummation of the Short Sale. This information would include, e.g., legal disclosures, legal notices, names, addresses, telephone numbers, Social Security numbers, income, credit scores, status of any current or previous workout review, account, balances, program eligibility, payment activity and any other confidential information (including nonpublic personal information) related to Me, the Mortgage or the Property.

I further agree and acknowledge as follows:

- I have selected the Designated Representative.
- I acknowledge that Bank of America, N.A. is not responsible for any act or omission of the Designated Representative, including anything the Designated Representative may do with information it is provided hereunder, or for any failure of the Designated Representative to competently perform its services.
- I agree that the Designated Representative can authorize a delegate to provide administrative support ("Designated Support Staff") to facilitate procedural or other clerical and administrative functions that are non-licensable activities on behalf of the Designated Representative. The Designated Support Staff is identified on the Designated Representative Acknowledgment.


This Third-Party Authorization will be effective until the completion of the Short Sale(s) unless terminated by me (us) in writing.

**I UNDERSTAND AND AGREE WITH THE TERMS OF THIS THIRD-PARTY AUTHORIZATION.**

Borrower's Signature \_\_\_\_\_ Date \_\_\_\_\_ Co-Borrower's Signature \_\_\_\_\_ Date \_\_\_\_\_

See reverse side for Designated Representative Acknowledgment.

# Short Sale Third-Party Authorization Form

Bank of America  Home Loans

## Designated Representative Acknowledgment

Each undersigned Designated Representative represents and agrees that, he/she (i) is a licensed real estate agent, real estate broker or attorney ("Licensee") in good standing in the state in which the Property is located, and that Licensee has all licenses, permits or authorizations required by state or federal law to perform the duties undertaken by it in connection with the Short Sale, (ii) shall not knowingly misrepresent or omit to state any material fact in order to induce the Borrower(s), Bank of America, N.A., the lender, the investor or the insurer to agree to the terms of a Short Sale that the Borrower(s), Bank of America, N.A., the lender, the investor or the insurer would not have agreed to had all material facts been known, and (iii) is in compliance with all applicable state and federal laws, rules and regulations governing the services provided, including without limitation those related to providing required disclosures to the Borrower(s), and shall be responsible and liable for all of the acts and omissions of its Designated Support Staff authorized to work on his/her behalf.

Each Designated Representative and his or her Designated Support Staff involved in a Short Sale regarding:

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Must complete, sign and date below.

Designated Representative: \_\_\_\_\_ Company Name: \_\_\_\_\_

State Licensing Entity: \_\_\_\_\_ State Licensing/Registration Number: \_\_\_\_\_

Type of License: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Designated Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

Designated Representative: \_\_\_\_\_ Company Name: \_\_\_\_\_

State Licensing Entity: \_\_\_\_\_ State Licensing/Registration Number: \_\_\_\_\_

Type of License: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Designated Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

Designated Representative: \_\_\_\_\_ Company Name: \_\_\_\_\_

State Licensing Entity: \_\_\_\_\_ State Licensing/Registration Number: \_\_\_\_\_

Type of License: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Designated Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

Designated Representative: \_\_\_\_\_ Company Name: \_\_\_\_\_

State Licensing Entity: \_\_\_\_\_ State Licensing/Registration Number: \_\_\_\_\_

Type of License: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Designated Representative Signature \_\_\_\_\_ Date \_\_\_\_\_


The following Support Staff do(es) not hold a Real Estate Agent/Broker's License nor an Attorney's License but is assisting the above-identified licensee(s) with administrative functions:

Designated Support Staff: \_\_\_\_\_ Company Name: \_\_\_\_\_

Assistant For: \_\_\_\_\_  
Designated Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

Designated Support Staff: \_\_\_\_\_ Company Name: \_\_\_\_\_

Assistant For: \_\_\_\_\_  
Designated Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

Bank of America and the Bank of America logo are registered trademarks of Bank of America Corporation. Bank of America, N.A. Member FDIC. Equal Housing Lender  © 2015 Bank of America Corporation

# FHA Preforeclosure Sale Addendum

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

Mortgagee/Lender/Servicer: \_\_\_\_\_

Address of Property: \_\_\_\_\_

Date of Purchase Contract: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Seller Printed Name

\_\_\_\_\_  
Buyer Printed Name

\_\_\_\_\_  
Seller Printed Name

\_\_\_\_\_  
Buyer Printed Name

\_\_\_\_\_  
Seller's Agent/Listing Agent

\_\_\_\_\_  
Buyer's Agent

\_\_\_\_\_  
Escrow Closing Agent/Attorney

\_\_\_\_\_  
Transaction Facilitator/Negotiator (if applicable)

This Preforeclosure Sale Addendum ("Addendum") is given by the Seller(s), Buyer(s), Agent(s), and Facilitator/Negotiator to the Mortgagee of the mortgage loan secured by the Property ("Mortgage") in consideration for the mutual and respective benefits to be derived from the preforeclosure sale of the Property.

NOW, THEREFORE, the Seller(s), Buyer(s), Agent(s), and Facilitator/Negotiator do hereby represent, warrant and agree under the pains and penalties of perjury, to the best of each signatory's knowledge and belief, as follows:

- a. The sale of the Property is an "arms-length" transaction, between Seller(s) and Buyer(s) who are unrelated and unaffiliated by family, marriage, or commercial enterprise. Additionally, the transaction is characterized by a selling price and other conditions that would prevail in an open market environment and there are no hidden terms or special understandings that exist between any of the parties involved in the transaction including, but not limited to the Buyer(s), Seller(s), appraiser, broker, sales agent (including Agents, but not limited to the listing agent and seller's agent), closing agent, Facilitator/Negotiator, and Mortgagee.
- b. Any relationship or affiliation by family, marriage, or commercial enterprise to the Seller(s) or Buyer(s) by other parties involved in the sale of the Property has been disclosed to the Mortgagee.
- c. There are no agreements, understandings, or contracts between the Seller(s) and Buyer(s) that the Seller(s) will remain in the Property as tenants or later obtain title or ownership of the Property, except that the Sellers(s) are permitted to remain as tenants in the Property for a short term, as is common and customary in the market but no longer than 90 days, in order to facilitate relocation.
- d. Neither the Sellers(s) nor the Buyer(s) will receive any funds or commissions from the sale of the Property except that the Seller(s) may receive a payment if it is offered by the Mortgagee, and, if the payment is made at closing of the sale of the Property, reflected on the HUD-1 Settlement Statement.

# FHA Preforeclosure Sale Addendum

- e. There are no agreements, understandings, current or pending higher offers, or contracts relating to the current sale or subsequent sale of the Property that have not been disclosed to the Mortgagee.
- f. The current sale transaction is a market real estate transaction, and the Buyer is making an outright purchase of real property.
- g. The current sale transaction will be recorded.
- h. All amounts to be paid to any person or entity, including holders of other liens on the Property, in connection with the preforeclosure sale have been disclosed to and approved by the Mortgagee and will be reflected on the HUD-1 Settlement Statement.
- i. Each signatory understands, agrees and intends that the Mortgagee is relying upon the statements made in this Addendum as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Property.
- j. A signatory who makes a negligent or intentional misrepresentation must indemnify the Mortgagee for any and all loss resulting from the misrepresentation including, but not limited to, repayment of the amount of the reduced payoff of the Mortgage.
- k. This Addendum and all representations, warranties, and statements made herein will survive the closing of the preforeclosure sale transaction.
- l. Except for the real estate agents and brokers identified in this Addendum, the signatories to this agreement can only serve in one capacity in order to be in compliance with HUD's policies on conflicts of interest and arms-length transactions.
- m. The Listing Agent and Listing Broker certify that the subject property was initially listed in the Multiple Listing Service (MLS) for a period of 15 calendar days before any offers were evaluated.
- n. If multiple offers were under consideration at the time the offer was submitted for acceptance, the Listing Agent and Listing Broker certify that, of all of the offers meeting HUD's guidelines, this offer yielded the highest net return.
- o. Each signatory certifies that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)
- p. Upon Bank of America's request, each signatory shall provide all material documents involved in the preforeclosure sale transaction, including but not limited to the HUD-1 Settlement Statements of the Buyer(s) and Seller(s).
- q. At any point, including during the preforeclosure sale process, Bank of America may assign, sell, or transfer the servicing of this loan to a different loan servicer. Servicing refers to collecting principal, interest, and escrow payments, if any, as well as sending monthly or annual statements, tracking account balances, and handling other aspects of the loan. Seller(s) will receive advance notice before a new servicer begins servicing this loan. Depending on the status of the preforeclosure sale when the servicing of a loan is transferred, the new servicer may not be required to accept the terms and conditions of this preforeclosure sale.
- r. Subject to terms as shown on the Purchase Contract, Seller must vacate the subject property within \_\_\_\_\_ days prior to closing of the preforeclosure sale transaction OR within \_\_\_\_\_ days after closing of the preforeclosure sale.
- s. This preforeclosure sale transaction must not constitute or facilitate appraisal fraud, flipping, money laundering, identity theft, or straw buying.
- t. The Buyer(s) shall not sell or otherwise transfer the Property, or agree to do so, within 30 days after closing this preforeclosure sale.

# FHA Preforeclosure Sale Addendum

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Seller's Signature) By: \_\_\_\_\_

(Seller's Signature) By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Seller's Agent/Listing Agent's Signature) By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Buyer's Signature) By: \_\_\_\_\_

(Buyer's Signature) By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Buyer's Agent's Signature) By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Escrow Closing Agent's Signature) By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Transaction Facilitator's Signature (if applicable)) By: \_\_\_\_\_

# FHA Preforeclosure Sale Real Estate Licensee Certification

This certification is made in connection with the Residential Purchase Agreement dated \_\_\_\_\_ on Property known as \_\_\_\_\_ for which \_\_\_\_\_ is Seller and \_\_\_\_\_ is the individual Real Estate Licensee at the listing brokerage representing Seller; and \_\_\_\_\_ is Buyer and \_\_\_\_\_ is the individual Real Estate Licensee at the selling brokerage representing Buyer.

1. Licensee acknowledges and agrees that Bank of America is not the property seller, but only the mortgage lien holder(s) or servicer acting on behalf of the lien holder, accepting less than the balance owed to facilitate the Short Sale purchase transaction of Property as an alternative to foreclosure. Bank of America is in no way responsible for paying any real estate sales commission.
2. Licensee acknowledges and agrees that he or she has a valid, current real estate license issued by the appropriate authority within the State that Property is listed for sale or a licensed attorney in good standing in the State where Property is listed for sale.
3. Licensee representing Seller acknowledges and agrees that, in his or her professional opinion, Property has been listed on the appropriate local Multiple Listing Service at a listing price intended to generate open market competitive offers to purchase Property and not at an artificially low or high listing price. Licensee representing Seller further acknowledges and agrees that his or her marketing efforts were in fact and "in spirit" aimed toward maximizing the selling price of Property from a ready, willing and able buyer. Licensee has not engaged in any conduct that restricts or limits offers from buyers, including but not limited to requiring cash offers, using disparaging language regarding the property or tenants, or unreasonably restricting access.
4. Licensee representing Seller acknowledges that he or she has made Seller aware of all offers to purchase Property that Licensee received during the listing period and that he or she has not coerced, harassed or improperly influenced Seller in selecting a buyer for Property or in agreeing to the terms and conditions of the purchase contract.
5. Licensee acknowledges and agrees that Licensee is not engaging in appraisal fraud, flipping (a predatory lending practice whereby a recently acquired property is resold for a considerable profit with an artificially inflated value within a short period of time, as defined by the Federal Bureau of Investigation), identity theft and/or straw buying. Licensee has disclosed all agreements or understandings relating to the current sale or subsequent sale of Property of which Licensee is aware or should be aware. Licensee is not aware of any other agreements or understandings that call for the subsequent sale of the Property within 30 days of the current sale, the assignment of the property to the Seller or the option for the Seller to purchase.
6. Licensee acknowledges and agrees that he or she is not receiving any compensation, remuneration or benefit from the completion of this Residential Purchase Agreement other than what has been disclosed in the preliminary and certified HUD-1 closing settlement statements. Licensee is not aware of any arrangement for compensation or other remuneration to Seller, Buyer, Licensees or other lien holders, either directly or indirectly related to the purchase agreement that has been or will be paid outside the official terms of closing as presented in the purchase contract and the preliminary and certified HUD-1 closing settlement statements.
7. Licensee acknowledges and agrees that he or she has disclosed to Bank of America any known relationship to Buyer or ownership interest in Buyer's company, and Licensee representing Seller further acknowledges that he or she has no existing business relationship with Buyer and/or Seller other than the purchase of Property according to the terms and conditions of the purchase contract.





OCCUPANCY CERTIFICATION

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

Property Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Occupancy status of the property (check one):

Owner Occupied

Tenant Occupied

Vacant

Other

If you no longer occupy the property:

Last date you lived in the property: \_\_\_\_\_

Please provide your reason for leaving the property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the property being maintained?  Yes  No

Are the utilities currently turned on?  Yes  No

Who is maintaining the property: \_\_\_\_\_

Please provide a brief description of what is being done to maintain the property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the property is occupied by a tenant, please provide the occupancy dates:

If more than one tenant has lived in the property list each one

Date Tenant Moved In: \_\_\_\_\_

Date Tenant Moved Out: \_\_\_\_\_

Date Tenant Moved In: \_\_\_\_\_

Date Tenant Moved Out: \_\_\_\_\_

Date Tenant Moved In: \_\_\_\_\_

Date Tenant Moved Out: \_\_\_\_\_

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co Borrower's Signature

\_\_\_\_\_  
Date



## UNIFORM BORROWER ASSISTANCE FORM

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

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

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

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

Loan Number \_\_\_\_\_ (usually found on your monthly mortgage statement)  
 Servicer's Name \_\_\_\_\_

I want to:  Keep the Property  Vacate the Property  Sell the Property  Undecided

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

The property is currently:  Owner Occupied  Renter Occupied  Vacant

BORROWER		CO-BORROWER	
BORROWER'S NAME		CO-BORROWER'S NAME	
SOCIAL SECURITY NUMBER	DATE OF BIRTH	SOCIAL SECURITY NUMBER	DATE OF BIRTH
HOME PHONE NUMBER WITH AREA CODE		HOME PHONE NUMBER WITH AREA CODE	
CELL OR WORK NUMBER WITH AREA CODE		CELL OR WORK NUMBER WITH AREA CODE	
MAILING ADDRESS			
PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME)		EMAIL ADDRESS	

Is the property listed for sale?  Yes  No  
 If yes, what was the listing date? \_\_\_\_\_  
 If property has been listed for sale, have you received an offer on the property?  Yes  No  
 Date of offer: \_\_\_\_\_ Amount of Offer: \$ \_\_\_\_\_  
 Agent's Name: \_\_\_\_\_  
 Agent's Phone Number: \_\_\_\_\_  
 For Sale by Owner?  Yes  No

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

Do you have condominium or homeowner association (HOA) fees?  Yes  No

Total monthly amount: \$ \_\_\_\_\_ Name and address that fees are paid to: \_\_\_\_\_

Have you filed for bankruptcy?  Yes  No If yes:  Chapter 7  Chapter 11  Chapter 12  Chapter 13

If yes, what is the filing Date: \_\_\_\_\_ Has your bankruptcy been discharged?  Yes  No Bankruptcy case number: \_\_\_\_\_

Is any Borrower an active duty service member?  Yes  No  
 Has any Borrower been deployed away from his/her primary residence or received a Permanent Change of Station order?  Yes  No  
 Is any Borrower the surviving spouse of a deceased service member who was on active duty at the time of death?  Yes  No

# UNIFORM BORROWER ASSISTANCE FORM

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

Any other liens (mortgage liens, mechanics liens, tax liens, etc.)

Lien Holder's Name	Balance and Interest Rate	Loan Number	Lien Holder's Phone Number

## Required Income Documentation

**Do you earn a salary or hourly wage?**

For each borrower who is a salaried employee or paid by the hour, include paystub(s) reflecting the most recent 30 days' earnings and documentation reflecting year-to-date earnings, if not reported on the paystubs (e.g. signed letter or printout from employer).

**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 amount and nature of the income (e.g., paystub, 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—Supplemental Income and Loss. Rental income for qualifying purposes will be 75% of the gross rent you reported reduced by the monthly debt service on the property, if applicable; or
- If rental income is not reported on Schedule E—Supplemental Income and Loss, provide a copy of the current lease agreement with either bank statements or cancelled rent checks demonstrating receipt of rent.

**Investment income:**

- Copies of the two most recent investment statements or bank statements supporting receipt of this income.

**Alimony, child support, or separation maintenance payments as qualifying income:\***

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

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

**UNIFORM BORROWER ASSISTANCE FORM**

**HARDSHIP AFFIDAVIT**

I am requesting review of my current financial situation to determine whether I qualify for temporary or permanent mortgage loan 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 reason set forth below:**

*(Please check the primary reason and submit required documentation demonstrating your primary hardship)*

If Your Hardship is:	Then the Required Hardship Documentation is:
<input type="checkbox"/> Unemployment	<input type="checkbox"/> No hardship documentation required
<input type="checkbox"/> Reduction in Income: a hardship that has caused a decrease in your income due to circumstances outside your control (e.g., elimination of overtime, reduction in regular working hours, a reduction in base pay)	<input type="checkbox"/> No hardship documentation required
<input type="checkbox"/> Increase in Housing Expenses: a hardship that has caused an increase in your housing expenses due to circumstances outside your control	<input type="checkbox"/> No hardship documentation required
<input type="checkbox"/> Divorce or legal separation; Separation of Borrowers unrelated by marriage, civil union or similar domestic partnership under applicable law	<input type="checkbox"/> Divorce decree signed by the court; OR <input type="checkbox"/> Separation agreement signed by the court; OR <input type="checkbox"/> Current credit report evidencing divorce, separation, or non-occupying borrower has a different address; OR <input type="checkbox"/> Recorded quitclaim deed evidencing that the non-occupying Borrower or co-Borrower has relinquished all rights to the property
<input type="checkbox"/> Death of a borrower or death of either the primary or secondary wage earner in the household	<input type="checkbox"/> Death certificate; OR <input type="checkbox"/> Obituary or newspaper article reporting the death
<input type="checkbox"/> Long-term or permanent disability; Serious illness of a borrower/co-borrower or dependent family member	<input type="checkbox"/> Proof of monthly insurance benefits or government assistance (if applicable); OR <input type="checkbox"/> Written statement or other documentation verifying disability or illness; OR <input type="checkbox"/> Doctor's certificate of illness or disability; OR <input type="checkbox"/> Medical bills None of the above shall require providing detailed medical information.
<input type="checkbox"/> Disaster (natural or man-made) adversely impacting the property or Borrower's place of employment	<input type="checkbox"/> Insurance claim; OR <input type="checkbox"/> Federal Emergency Management Agency grant or Small Business Administration loan; OR <input type="checkbox"/> Borrower or Employer property located in a federally declared disaster area
<input type="checkbox"/> Distant employment transfer / Relocation	<p><b>For active duty service members:</b> Notice of Permanent Change of Station (PCS) or actual PCS orders.</p> <p><b>For employment transfers/new employment:</b></p> <input type="checkbox"/> Copy of signed offer letter or notice from employer showing transfer to a new employment location; OR <input type="checkbox"/> Pay stub from new employer; OR <input type="checkbox"/> If none of these apply, provide written explanation In addition to the above, documentation that reflects the amount of any relocation assistance provided, if applicable (not required for those with PCS orders).
<input type="checkbox"/> Business Failure	<input type="checkbox"/> Tax return from the previous year (including all schedules) AND <input type="checkbox"/> Proof of business failure supported by one of the following: <ul style="list-style-type: none"> <li><input type="checkbox"/> Bankruptcy filing for the business; OR</li> <li><input type="checkbox"/> Two months recent bank statements for the business account evidencing cessation of business activity; OR</li> <li><input type="checkbox"/> Most recent signed and dated quarterly or year-to-date profit and loss statement</li> </ul>
<input type="checkbox"/> Other: a hardship that is not covered above	<input type="checkbox"/> Written explanation describing the details of the hardship and relevant documentation

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

I certify, acknowledge, and agree to the following:

1. All of the information in this Borrower Assistance Form is truthful and the hardship that I have identified contributed to my need for mortgage relief.
2. The accuracy of my statements may be reviewed by the Servicer, owner or guarantor of my mortgage, their agent(s), or an authorized third party\*, and I may be required to provide additional supporting documentation. I will provide all requested documents and will respond timely to all Servicer, or authorized third party\*, communications.
3. Knowingly submitting false information may violate Federal and other applicable law.
4. 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. 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.
6. I may be eligible for a trial period plan, repayment plan, or forbearance plan. If I am eligible for one of these plans, I agree that:
  - a. All the terms of this Acknowledgment and Agreement are incorporated into such plan by reference as if set forth in such plan in full.
  - b. My first timely payment under the plan will serve as acceptance of the terms set forth in the notice of the plan sent by the Servicer.
  - c. The Servicer's acceptance of any payments under the plan will not be a waiver of any acceleration of my loan or foreclosure action that has occurred and will not cure my default unless such payments are sufficient to completely cure my entire default under my loan.
  - d. Payments due under a trial period plan for a modification will contain escrow amounts. If I was not previously required to pay escrow amounts, and my trial period plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior waiver is revoked. Payments due under a repayment plan or forbearance plan may or may not contain escrow amounts. If I was not previously required to pay escrow amounts and my repayment plan or forbearance plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior escrow waiver is revoked.
7. A condemnation notice has not been issued for the property.
8. The Servicer or authorized third party\* will obtain a current credit report on all borrowers obligated on the Note.
9. The Servicer or authorized third party\* will collect and record personal information that I submit in this Borrower Response Package and during the evaluation process. This personal information may include, but is not limited to: (a) my name, address, telephone number, (b) my social security number, (c) my credit score, (d) my income, and (e) my payment history and information about my account balances and activity. I understand and consent to the Servicer or authorized third party\*, as well as any investor or guarantor (such as Fannie Mae or Freddie Mac), disclosing my personal information and the terms of any relief or foreclosure alternative that I receive to the following:
  - a. Any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) or any companies that perform support services to them; and
  - b. The U.S. Department of Treasury, Fannie Mae and Freddie Mac, in conjunction with their responsibilities under the Making Home Affordable program, or any companies that perform support services to them.
10. I consent to being contacted concerning this request for mortgage assistance at any telephone number, including mobile telephone number, or email address I have provided to the Lender/Servicer/ or authorized third party\*. By checking this box, I also consent to being contacted by  text messaging.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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