

FHA FINANCIAL PACKET

The following are required to be considered a complete packet for review:

- ___ COMPLETELY FILL OUT & SIGN the enclosed Uniform Borrower Assistance Form

- ___ WRITTEN acknowledgement from any co-borrower or co-signer whose income and expenses will **NOT** be included in this review stating they are aware you are applying for assistance.

- ___ If unable to provide 30 days of year-to-date earnings as requested on the Borrower Assistance Form then complete Sections 1, 7 & 8 **ONLY** on the enclosed Verification of Employment form

- ___ FULL copies of all your 3 most recent months bank statements showing all activity

IF APPLICABLE:

- ___ 30 days of year- to -date earnings from any person who is contributing funds to the household expenses (non-borrower)

- ___ Formal payment arrangements with any non-typical monthly bills (i.e. medical, IRS, collections and/or judgments)

- ___ Proof of child support you are obligated to pay to include legal document filed with the courts.

*****IF ALL DOCUMENTS REQUESTED ARE NOT RECEIVED IT WILL CAUSE A DELAY IN PROCESSING YOUR REQUEST*****

UNIFORM BORROWER ASSISTANCE FORM

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

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

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

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

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

I want to: Keep the Property Sell the Property

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

The property is currently: Owner Occupied Renter occupied Vacant

BORROWER		CO-BORROWER	
BORROWER'S NAME		CO-BORROWER'S NAME	
SOCIAL SECURITY NUMBER	DATE OF BIRTH	SOCIAL SECURITY NUMBER	DATE OF BIRTH
HOME PHONE NUMBER WITH AREA CODE		HOME PHONE NUMBER WITH AREA CODE	
CELL OR WORK NUMBER WITH AREA CODE		CELL OR WORK NUMBER WITH AREA CODE	
MAILING ADDRESS			
PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME)			EMAIL ADDRESS
Is the property listed for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what was the listing date? _____ If property has been listed for sale, have you received an offer on the property? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of offer: _____ Amount of Offer: \$ _____ Agent's Name: _____ Agent's Phone Number: _____ For Sale by Owner? <input type="checkbox"/> Yes <input type="checkbox"/> No		Have you contacted a credit-counseling agency for help? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please complete the counselor contact information below: Counselor's Name: _____ Agency's Name: _____ Counselor's Phone Number: _____ Counselor's Email Address: _____	
Do you have condominium or homeowner association (HOA) fees? <input type="checkbox"/> Yes <input type="checkbox"/> No Total monthly amount: \$ _____ Name and address that fees are paid to: _____			
Have you filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No		Filing Date: _____ Bankruptcy case number: _____	
How many people are living in your household? _____			

UNIFORM BORROWER ASSISTANCE FORM

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

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

Lien Holder's Name	Balance / Interest Rate	Loan Number
You must include your 3 most recent months of bank statements		

Required Income Documentation

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

- 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., 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 for qualifying purposes will be 75% of the gross rent reduced by the monthly debt service on the property, if applicable; or
 - If rental income is not reported on Schedule E – Supplemental Income and Loss, provide a copy of the current lease agreement with either bank statements or cancelled rent checks demonstrating receipt of rent.
- Investment income:**
- Copies of the two most recent investment statements or bank statements supporting receipt of this income.
- Alimony, child support, or separation maintenance payments as qualifying income:***
- Copy of divorce decree, separation agreement, or other written legal agreement filed with a court, or court decree that states the amount of the alimony, child support, or separation maintenance payments and the period of time over which the payments will be received, and
 - Copies of your two most recent bank statements or other third-party documents showing receipt of payment.
- *Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.**

UNIFORM BORROWER ASSISTANCE FORM

HARDSHIP AFFIDAVIT

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

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

Date Hardship Began is: _____

I believe that my situation is:

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

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

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

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

UNIFORM BORROWER ASSISTANCE FORM

Borrower/Co-Borrower Acknowledgement and Agreement

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

Borrower Signature

Date

Co-Borrower Signature

Date



Request for Verification of Employment

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et. seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1471 et. seq., or 7 USC, 1921 et. seq. (if USDA/FmHA).

Instructions: Lender — Complete items 1 through 7. Have applicant complete item 8. Forward directly to employer named in item 1.
Employer — Please complete either Part II or Part III as applicable. Complete Part IV and return directly to lender named in item 2.
The form is to be transmitted directly to the lender and is not to be transmitted through the applicant or any other party.

Part I — Request

1. To (Name and address of employer)	2. From (Name and address of lender)
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I certify that this verification has been sent directly to the employer and has not passed through the hands of the applicant or any other interested party.

3. Signature of Lender	4. Title	5. Date	6. Lender's Number (Optional)
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I have applied for a mortgage loan and stated that I am now or was formerly employed by you. My signature below authorizes verification of this information.

7. Name and Address of Applicant (include employee or badge number)	8. Signature of Applicant
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Part II — Verification of Present Employment

9. Applicant's Date of Employment	10. Present Position	11. Probability of Continued Employment
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12A. Current Gross Base Pay (Enter Amount and Check Period) <input type="checkbox"/> Annual <input type="checkbox"/> Hourly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (Specify) <input type="checkbox"/> Weekly \$ _____				13. For Military Personnel Only		14. If Overtime or Bonus is Applicable, Is Its Continuance Likely? Overtime Bonus <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
				Pay Grade		
12B. Gross Earnings				Base Pay	\$	16. Date of applicant's next pay increase
Type	Year To Date	Past Year	Past Year	Rations	\$	
Base Pay	\$ Thru _____	\$	\$	Flight or Hazard	\$	17. Projected amount of next pay increase
Overtime	\$	\$	\$	Clothing	\$	
Commissions	\$	\$	\$	Quarters	\$	18. Date of applicant's last pay increase
Bonus	\$	\$	\$	Pro Pay	\$	
Total	\$	\$	\$	Overseas or Combat	\$	19. Amount of last pay increase
				Variable Housing Allowance	\$	

20. Remarks (If employee was off work for any length of time, please indicate time period and reason)

Part III — Verification of Previous Employment

21. Date Hired	23. Salary/Wage at Termination Per (Year) (Month) (Week)		
22. Date Terminated	Base _____	Overtime _____	Commissions _____ Bonus _____
24. Reason for Leaving		25. Position Held	

Part IV — Authorized Signature - Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the VA Secretary, the U.S.D.A., FmHA/FHA Commissioner, or the HUD/CPD Assistant Secretary.

26. Signature of Employer	27. Title (Please print or type)	28. Date
29. Print or type name signed in Item 26	30. Phone No.	



FEDERAL HOUSING ADMINISTRATION

SHOULD I BE AWARE OF ANYTHING ELSE?

Beware of foreclosure prevention scams! You may be approached by organizations with official sounding names offering a quick fix to your mortgage problems. They often charge hefty fees or require that you “temporarily” sign over your deed to them. Remember — solutions that sound too good to be true usually are. These precautions will help you avoid being taken by a scam artist:

1. Never sign any papers you don't fully understand.
2. Check with a lawyer, your lender or trusted advisor, or a HUD-approved housing counselor before entering into any deal involving a loan assumption, contract of sale or a transfer of the deed to your home.
3. If you can't afford your current mortgage, don't be talked into refinancing into a new loan with a higher payment.

To find a HUD counselor in your area call:

1-800-569-4287 or TDD 1-800-877-8339.

WHAT IS FHA?

The Federal Housing Administration is part of the U.S. Department of Housing and Urban Development (HUD). FHA provides mortgage insurance to approved lenders who in turn offer mortgage loan financing to individuals and families throughout the United States and territories. The FHA mortgage insurance enables approved mortgages to provide home loans to eligible borrowers who might not otherwise qualify for other mortgage loan financing. FHA borrowers are often first-time homebuyers, moderate income families or folks who can't afford a large downpayment.

To learn more about FHA's programs, please visit:

www.hud.gov/fha or contact the

FHA Resource Center:

1-800-CALL-FHA (1-800-225-5342)

Federally Insured, Always There!



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION
451 SEVENTH STREET S.W.
WASHINGTON, D.C. 20410



HUD- 2008-5-FHA
April 2012



FEDERAL HOUSING ADMINISTRATION

SAVE YOUR HOME *Tips to Avoid Foreclosure*



www.hud.gov/fha
1-800-CALL-FHA
(1-800-225-5342)



HELP! I CAN'T MAKE MY MORTGAGE PAYMENT.

Every day thousands of people like you have trouble making the next mortgage payment. Though things may seem hopeless, help is available. However, you need to take the first step! If you ignore the problem you may lose your home to foreclosure, possibly affecting your ability to qualify for credit or to rent another home.

WHAT SHOULD I DO?

1. Contact your lender right away. You can find a contact number on your mortgage statement. When you call, be prepared to explain:

- ▶ Why you are unable to make your payment.
- ▶ Whether the problem is temporary or permanent.
- ▶ Details about your income, expenses, and other assets like cash in the bank.

2. If you are uncomfortable talking to your lender, a HUD-approved housing counseling agency can help you understand your options. These services are free of charge.

3. Open all of the mail you receive from your lender. It contains valuable information about repayment options. Later mail may have important legal notices. Failing to read the mail will not prevent a foreclosure action.

4. Look for ways to increase the amount you have available to make your mortgage payments. Can you cancel cable TV, pack lunches, or get a part-time job? While these actions may not replace all of your lost income, they send a strong message to your lender that you are serious about keeping your home.

NOTHING IS WORSE THAN DOING NOTHING!

WHAT OPTIONS WILL HELP ME KEEP MY HOME?

FHA provides, as part of its insurance contract with lenders, loss mitigation actions the lender must evaluate and take, when appropriate, to reduce financial losses on loans in default. Your lender needs information from you to fully evaluate these options. If you want to keep your home, talk to your lender about available workout options for home retention. While the options listed here are for borrowers with FHA-insured loans, most lenders offer similar workout plans designed to help you keep your home.

Special Forbearance. Your lender may provide for a temporary reduction or suspension of your payments to allow you time to overcome the problem that reduced your income. Then you may be offered a payment plan so you can pay back the missed payments a little at a time until you are caught up. An extended forbearance period may be provided to unemployed borrowers who are actively seeking employment.

Mortgage Modification. A modification is a permanent change to your loan through which the overdue payments may be added to your loan balance, the interest rate may be changed or the number of years you have to pay off the loan may be extended.

Partial Claim. In a Partial Claim, a borrower receives a second loan in an amount necessary to bring the delinquent loan current. The loan is interest free and does not need to be repaid until you pay off your first mortgage or sell your house. This option is only available to borrowers with FHA-insured loans. However, if you have a conventional loan, ask your lender if they offer an “advance claim.”

FHA-Home Affordable Modification Program

(FHA-HAMP). This option combines an enhanced partial claim with a loan modification. Under the FHA-HAMP, the partial claim loan will not only include any amounts necessary to bring your mortgage current but

may also include an amount to reduce your existing loan balance by up to 30%. The reduced loan balance will then be modified to lower your monthly mortgage payment to an affordable level. As described above, the partial claim loan is interest free, but must be repaid when you pay off your first mortgage or sell your house.

To qualify for any of these options, you will need to provide your lender with current information about your income and expenses. Also, your lender may require that you agree to a payment plan for three or more months to demonstrate your commitment before you are approved for a modification or partial claim.

WHAT OPTIONS DO I HAVE IF I CAN'T KEEP MY HOME?

If your income or expenses have changed so much that you are not able to continue paying the mortgage even under a workout plan offered by your lender, you should consider the options below.

Pre-foreclosure sale. With your lender's permission you can offer your house for sale and sell it at fair market value even if the amount you receive from the sale is less than the amount you owe. If you meet certain conditions, you may be eligible to receive relocation expenses.

Deed-in-lieu of foreclosure. As a last resort, you may be able to voluntarily give your property back to your lender. If you leave the property clean and undamaged you may be eligible to receive relocation expenses.

There could be income tax consequences to any plan that reduces the amount of debt you owe so check with a tax advisor before accepting these workout options.

Contact FHA

Struggling homeowners with FHA-insured loans can get assistance by contacting HUD's National Servicing Center at (877) 622-8525. Persons with hearing or speech impairments may reach this number via TDD/TTY by calling (800) 877-8339.

Beware of Scams! If It Sounds Too Good To Be True...It Usually Is.
Report mortgage fraud. Call 1-800-347-3735.

INFORMATION REGARDING THE FOLLOWING LOSS MITIGATION

OPTIONS

REPAYMENT PLANS:

* **Credit Reporting:** Please note that we will continue to report the delinquency status of your loan to credit reporting agencies as well as your entry into a Payment Plan in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements. **CREDIT SCORING COMPANIES GENERALLY CONSIDER THE ENTRY INTO A PLAN WITH MODIFIED PAYMENTS AS AN INCREASED CREDIT RISK. AS A RESULT, ENTERING INTO A PLAN WITH MODIFIED PAYMENTS MAY ADVERSELY AFFECT YOUR CREDIT SCORE, PARTICULARLY IF YOU ARE CURRENT ON YOUR MORTGAGE OR OTHERWISE HAVE A GOOD CREDIT SCORE.**

PRE-FORECLOSURE (SHORT SALE) OR DEED IN LIEU OF FORECLOSURE:

* **Credit Reporting:** Please note that we will report to the credit bureaus that a short sale or deed in lieu was accepted by W.C.D.A. after proper documents are filed. **AS A RESULT, THIS WILL ADVERSELY AFFECT YOUR CREDIT SCORE, PARTICULARLY IF YOU ARE CURRENT ON YOUR MORTGAGE OR OTHERWISE HAVE A GOOD CREDIT SCORE.**

* Most insurers require a borrower must be in default before W.C.D.A. can consider a Pre-foreclosure Sale (short sale) or Deed in Lieu of foreclosure.

* On FHA loans this will be reported on their CAIVRS. Borrower(s) will not be able to obtain a FHA loan for a minimum of three (3) years.

* Some Insurers may require Borrower(s) to make cash contributions.

* Please be aware that in the event that WCDA forgives your debt, or any portion of it, there may be tax consequences to you as a result. You should consult with your tax advisor about any such potential tax consequences. WCDA does not provide any tax advice so we cannot answer any questions about tax consequences that you may have.

SERVICE MEMBERS and FEDERAL EMPLOYEES

* All Service members and Federal employees should obtain guidance from your employer regarding the potential impact on security clearance and employment.0

Information Sheet

Pre-foreclosure Sale Procedure

U. S. Department of Housing and
Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0589
(exp. 12/31/2019)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 1064 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 authorizes the Secretary to pay an insurance claim that “bridges the gap” between the fair market value proceeds from the HUD-approved third party sale of a property. The respondents are lenders, counselors, and homeowners who are attempting to sell their properties prior to foreclosure. The Privacy Act of 1974 pledges assurances of confidentiality to respondents. HUD generally discloses this data only in response to a Freedom of Information request.

Homeowners who have defaulted on their mortgages often attempt to sell their properties in order to avoid foreclosure and to protect their credit standing. However, because of declining property values in certain areas, some homeowners cannot realize enough from the sale to pay off their mortgage balances.

Therefore, the Department of Housing and Urban Development (HUD) has implemented the Pre-foreclosure Sale (PFS) Program. This program permits homeowners to attempt to sell their home for a fair market sale price, which can be less than the amount owed to the lender. HUD then reimburses the lender for the difference between the sale proceeds and the outstanding mortgage indebtedness.

Homeowners who sell their properties under the PFS Program may also benefit by avoiding the effect of a foreclosure on their credit rating.

Upon review of the homeowner’s financial situation, the lender will determine the type of PFS process for which the homeowner qualifies: (1) Standard PFS, (2) Streamlined PFS, or (3) Streamlined PFS for Servicemembers with Permanent Change of Station Orders.

Once the type of PFS has been determined, there are certain criteria which must be met before the homeowner may be permitted to pursue a PFS.

Homeowners must engage the services of a real estate broker/agent. The real estate broker/agent selected must have no conflict of interest with the homeowner, lender, appraiser, or buyer associated with the PFS transaction. The transaction must be between two unrelated parties and be characterized by a selling price and other conditions that would

prevail in a typical real estate sales transaction. If the homeowner secures a sales contract prior to receiving the Approval to Participate, the homeowner may submit the contract to the lender for consideration of PFS Program approval.

Owner-occupant homeowners who are not required to make minimum cash reserve contributions and successfully sell their properties using this program are relieved of their mortgage obligation and may be entitled to a cash incentive up to \$3,000. The homeowner may apply a portion or the entire amount of the \$3,000 consideration to resolve junior liens and to offset the sales transaction costs not paid by HUD (including a home warranty plan fee, costs of optional repairs, and buyer’s closing expenses). Eligible homeowners are permitted at closing to receive the remaining amount from the aforementioned \$3,000 consideration. This remaining amount may only be used for transition or relocation assistance.

If, after a good faith effort, an acceptable purchase offer is not obtained within the allotted time, the lender may accept a Deed-in-Lieu (DIL) of Foreclosure from the homeowner. While a DIL is less desirable than a PFS on a homeowner’s credit record, it is still looked upon more favorably by creditors than a foreclosure.

By calling this number, _____, the homeowner will receive further details from their lender about the procedure and whether they may qualify. **Please NOTE that the homeowner is under no obligation to make this call.**

Legal Rights and Protections Under the SCRA

Servicemembers on “active duty” or “active service,” or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC §§ 3901-4043) (SCRA).

Who May Be Entitled to Legal Protections Under the SCRA?

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force Marine Corps and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

What Legal Protections Are Servicemembers Entitled To Under the SCRA?

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 % during the period of military service and one year thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the servicemember’s military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during or within one year after the servicemember’s military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

How Does A Servicemember or Dependent Request Relief Under the SCRA?

- In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember’s military orders. Wyoming Community Development Authority P.O. Box 10100 Casper, WY 82602 1-800-273-4635.
- There is no requirement under the SCRA, however, for a servicemember to provide a written notice or a copy of a servicemember’s military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense’s Defense Manpower Data Center’s website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

How Does a Servicemember or Dependent Obtain Information About the SCRA?

- Servicemembers and dependents with questions about the SCRA should contact their unit’s Judge Advocate, or their installation’s Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil/content/locator.php>
- “Military OneSource” is the U. S. Department of Defense’s information resource. If you are listed as entitled to legal protections under the SCRA (see above), please go to www.militaryonesource.mil/legal or call 1-800-342-9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.



BEHIND ON YOUR MORTGAGE PAYMENTS?

Help is available.

FREE assistance from HUD-approved housing counseling agencies is available to you.

Housing Counselors at non-profit or government agencies approved by the U.S. Department of Housing and Urban Development (HUD) are trained to help homeowners who are having problems making their mortgage payments. Counselors can help you find the best option for your situation.

HUD-approved Housing Counselors will:

- Work with you in person or over the phone.
- Help you understand your housing options.
- Help communicate with your lender.
- Recommend financial tools to help you solve current problems and avoid future ones.
- Connect you with local resources that may provide you with additional assistance.

This Help is Free.

HUD approved housing counseling agencies cannot charge to help you explore your options if you are having trouble paying your mortgage loan.

- Watch out for companies that charge a fee for these services. It may be a scam.
- Check www.hud.gov/findacounselor to confirm the counseling agency is HUD-approved.

HOW TO FIND A HOUSING COUNSELOR TODAY:

- **Online.** Search for a housing counseling agency near you at: www.hud.gov/findacounselor or <http://www.consumerfinance.gov/find-a-housing-counselor/>
- **By Phone.** Call HUD's Housing Counseling Locator Service at **(800) 569-4287**.
 - Persons with hearing or speech impairments may access this number via TTY by calling the Federal Information Relay Service at **(800) 877-8339**.
 - Comprehensive foreclosure assistance is available around the clock at **(888) 995-HOPE (4673)**.

HOUSING COUNSELING AGENCIES IN WYOMING

WYOMING HOUSING NETWORK, INC.

Program Development Director
2345 East 2nd Street
Casper, WY 82609
Telephone: (307) 472-5843
Fax: (307) 472-0893

INTERFAITH OF NATRONA COUNTY, INC.

140 East K Street
Casper, WY 82601
Telephone: (307) 235-8043
Fax: (307) 235-8711
E-mail: interfaithnc@yahoo.com

GREENPATH FINANCIAL WELLNESS -

2232 Dell Range Blvd.
Cheyenne, WY 82001
Telephone: (307) 638-3559
Toll Free: (800) 550-1961
Fax: (970) 336-0004
Website: www.greenpath.com
Type of Counseling: HECM, Default/Foreclosure, Rental and Pre-Purchase Counseling

WYOMING FORECLOSURE HOTLINE

Wyoming Attorney General's Office & Brothers Redevelopment, Inc.
Telephone: (877) 400-8577
Main office in Cheyenne, WY
Type of Counseling: Foreclosure Prevention, Refinance Options, Pre-purchase housing counselor

FORECLOSURE FRAUD NOTICE

Foreclosure fraud has become epidemic. Help stop foreclosure fraud.

Be suspicious of:

- Anyone that guarantees to stop foreclosure
- Pressures you to sign any agreement
- Tells you not to contact your mortgage company
- Wants to charge you up-front
- Tells you to make payments to them
- Offers to fill out the paperwork for you
- Tells you foreclosure “scams” are not real

There are reputable groups who can help and you *will not* be charged for their services.