

# Homeowner Assistance Form

Before you complete this form,  
contact us for assistance.

## Mortgage loan number:

<b>I/We want to:</b>	<input type="checkbox"/> Keep the property	<input type="checkbox"/> Sell the property	
<b>The property is my/our:</b>	<input type="checkbox"/> Primary residence	<input type="checkbox"/> Second home	<input type="checkbox"/> Investment property
<b>The property is:</b>	<input type="checkbox"/> Owner occupied	<input type="checkbox"/> Renter occupied	<input type="checkbox"/> Vacant

## Borrower

Borrower's name

Social Security number

Date of birth

Home phone number

( )

Cell phone number

( )

Work phone number

( )

Email address

Mailing address

## Co-borrower

Co-borrower's name

Social Security number

Date of birth

Home phone number

( )

Cell phone number

( )

Work phone number

( )

Email address

Mailing address *(if different than borrower's)*

## Property information

Property address *(if same as mailing address, write "same")*

Number of people who live in the home

## Is this property listed for sale?

Have you received an offer on the property?

Agent/agency name

For sale by owner?

☐ Yes

☐ Yes

☐ Yes

If yes, what was property listing date?

Date of offer

Agent/agency phone number ( )

☐ No

☐ No

Amount of offer \$

☐ No

## Who pays the real estate tax bill on your property?

Are the taxes current?

Condominium or homeowners association fee?

☐ Yes

☐ Yes \$

☐ I/We do

☐ No

☐ Servicer does

Paid to (Name & Address)

☐ No

## Who pays the homeowners insurance policy for your property?

☐ I/We do

☐ Servicer does

Is the policy current?

Name of insurance company

☐ Paid by condominium or homeowners association

☐ Yes

☐ No

Insurance company phone number ( )

## If there are additional liens/mortgages or judgments on this property, name the person(s), company or firm and phone number(s).

Lien holder's name/Servicer

\$

Phone number ( )

Loan number

Balance

Lien holder's name/Servicer

\$

Phone number ( )

Loan number

Balance

## Borrower/co-borrower situation

Have you contacted a credit-counseling agency for help? ☐ Yes

☐ No

If yes, complete counselor contact information below.

Counselor's name

Counselor's email

Counselor's phone number ( )

**Have you filed for bankruptcy?**If yes: ☐ Chapter 7 ☐ Chapter 11

Has your bankruptcy been discharged?

☐ Yes☐ Chapter 12☐ Yes☐ No☐ Chapter 13☐ No

Filing date \_\_\_\_\_

Bankruptcy case number \_\_\_\_\_

Please note that if you have or will receive a discharge from a chapter 7 bankruptcy case, and the mortgage was not reaffirmed in the bankruptcy case, we will only exercise our rights against the property and are not attempting any act to collect the discharged debt from you personally. Additionally, your decision to discuss workout options with us is strictly voluntary. You are not obligated to pursue any workout options discussed with us. At your request, we will immediately terminate any such discussions should you no longer wish to pursue these options.

**Hardship Affidavit** (Provide a written explanation with this request describing the specific nature of your hardship.)

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

Date hardship began is: \_\_\_\_\_

I believe that my/our situation is:

☐ Short-term (under 6 months)☐ Medium-term (6-12 months)☐ Long-term or Permanent Hardship (greater than 12 months)**I/we am/are having difficulty making my/our monthly payment because of reasons set forth below:**

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

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

**Income/expenses for household****Important note: All income must be documented.**

Include combined income and expenses from the borrower and co-borrower (if any). If you will be including income and expenses from a household member who is not a borrower, please specify on the back of this form. Also, include the non-borrower(s) start date(s) for employment information. You are not required to disclose child support, alimony or separation maintenance income unless you choose to have it considered by your servicer.

<b>1</b> Monthly household income		<b>2</b> Monthly household expenses/debt		<b>3</b> Household assets	
Monthly gross wages	\$	First mortgage payment	\$	Checking account(s)	\$
Overtime	\$	Second mortgage payment/ other liens	\$		\$
Borrower start date of employment (MMDDYYYY)	\$	Homeowners insurance <sup>1</sup>	\$	Savings/ money market account(s)	\$
Co-borrower start of employment (MMDDYYYY)	\$	Property taxes <sup>2</sup>	\$		\$
Borrower other employment state date (MMDDYYYY) (If borrower has a second job)	\$	Credit cards/ installment loan(s) ( <i>total minimum payment per month</i> )	\$	Certificate(s) of deposit (CDs)	\$
Co-borrower other employment start date (MMDDYYYY)	\$	Alimony/ separation maintenance/ child support payments	\$		\$
Child support/alimony/separation maintenance	\$	Net rental expenses/ property maintenance expenses	\$		\$
Non-taxable Social Security/Social Security Disability Insurance	\$	Homeowners association/ condominium fees	\$	Stocks/bond(s)	\$
Taxable Social Security benefits	\$	Child care expenses	\$		\$
Other monthly income from pensions, annuities or retirement plans		Car payments, including car lease payments	\$	Other cash on hand	\$
Tips, commissions and bonus income	\$	Car insurance/ gas/ maintenance	\$	Other real estate ( <i>estimated value</i> )	\$
Self-employment income	\$	Health insurance/ medical expenses	\$	Other	\$
Unemployment income	\$	Life insurance premiums (not withheld from pay)	\$		\$
Start date of unemployment (MMDDYYYY)	\$	Groceries	\$		\$
Rent received	\$	Water/sewer/utilities	\$		\$
Boarder income	\$	Internet/ cable/ satellite/ cell phone/ home phone	\$	Do not include retirement plans when calculating assets ( <i>401k, pension funds, annuities, IRAs, Keogh plans, etc.</i> )	
Food stamps/Welfare	\$	Personal loans/tuition	\$		
Other ( <i>investment income, royalties, interest, dividends, etc.</i> )	\$	Tithes/religious contributions	\$		
		Other			
<b>Total (gross income)</b>	<b>\$</b>	<b>Total debts/expenses</b>	<b>\$</b>	<b>Total assets</b>	<b>\$</b>

1. Only include your homeowners insurance payment if you pay this amount yourself.

2. Only include your property tax payments if you pay them yourself.

## Acknowledgment and Agreement

I/We understand that I/we will be considered for all mortgage assistance options available to us, including federal government programs as appropriate. I/We certify as follows:

1. That all of the information in this affidavit is true and accurate and the event(s) identified on page two is/are the reason that I/we need to request a modification of the terms of my/our mortgage, short sale or deed in lieu of foreclosure.
2. I/We understand that the Servicer, the U.S. Department of the Treasury, or its agents may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that knowingly submitting false information may violate federal law and may result in foreclosure.
3. I/We understand the Servicer may pull a current credit report on all borrowers obligated on the Note.
4. I/We understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this document, the Servicer may cancel any Agreement and may pursue foreclosure on my/our home and/or pursue any available legal remedies.
5. I/We understand, to be considered for certain federal government programs my/our property must be owner-occupied. If I/we have not indicated otherwise on this form, I/we certify that: my/our property is owner-occupied and I/we intend to reside in this property for the next twelve months and I/we have not received a condemnation notice and there has been no change in the ownership of the property since I/we signed the documents for the mortgage that I/we want to modify.
6. I/We am/are willing to provide all requested documents and to respond to all Servicer questions in a timely manner.
7. I/We understand that the Servicer will use the information in this document to evaluate my/our eligibility for a loan modification or short sale or deed in lieu of foreclosure, but the Servicer is not obligated to offer me/us assistance based solely on the statements in this document.
8. I/We am/are willing to commit to credit counseling if it is determined that my/our financial hardship is related to excessive debt.
9. If I/we am/are eligible for a trial period plan, repayment plan, or forbearance plan, and I/we accept and agree to all terms of such plan, I/we 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/Our first timely payment following my/our Servicer's determination and notification of my/our 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.
10. I/We 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/our loan or foreclosure action and related activities and shall not constitute a cure of my/our default under my/our loan unless such payments are sufficient to completely cure my/our entire default under my/our loan.
11. I/We agree that any prior waiver as to my/our payment of escrow items to the Servicer in connection with my/our loan has been revoked.
12. If I/we qualify for and enter into a repayment plan, forbearance plan, and trial period plan, I/we agree to the establishment of an escrow account if an escrow account never existed on my/our loan as required.
13. I/We understand that the Servicer will collect and record personal information, including, but not limited to, my/our name(s), address, telephone number, Social Security number(s), credit score, income, payment history, government monitoring information, and information about account balances and activity. I/We understand and consent to the disclosure of my/our personal information to (a) the U.S. Department of the Treasury or its agents; (b) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my/our first lien or subordinate lien (if applicable) mortgage loan(s); (c) companies and/or individuals that perform support services in conjunction with home preservation mortgage assistance efforts; (d) auditors, including but not limited to independent auditors, regulators and agencies; and (e) any HUD-certified housing counselor.
14. I/We consent to being contacted concerning this request for mortgage assistance at any cellular or mobile telephone number I/we have provided to the Servicer. This includes text messages and telephone calls to my/our cellular or mobile telephone.

\_\_\_\_\_  
(Borrower signature) (Date)

\_\_\_\_\_  
(Co-borrower signature) (Date)

## Contacts — if you have questions

If you have questions about this document or your available options, please contact your home preservation specialist.

If you have questions about your options that your Servicer cannot answer or if you need further counseling, call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). A Hotline counselor will help you by answering questions about your available options and providing you with free HUD-certified counseling services in English and Spanish.

## Information for government monitoring purposes

For federal government programs, 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 and surname if you have made this request for assistance in person. **If you do not wish to furnish the information, please check the box below.**

<b>Borrower</b>	<input type="checkbox"/> I do not wish to furnish this information.	<b>Co-borrower</b>	<input type="checkbox"/> I do not wish to furnish this information.
Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex:	<input type="checkbox"/> Female <input type="checkbox"/> Male	Sex:	<input type="checkbox"/> Female <input type="checkbox"/> Male

## To be completed by interviewer

This application was taken by:

- ☐ Face-to face interview
- ☐ Mail
- ☐ Telephone
- ☐ Internet

Interviewer's name (print or type)

Interviewer's signature

Date

Interviewer's phone number (include area code)

Name /Address of interviewer's employer

## Notice to Borrower

Be advised that you are signing this document 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 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 the enclosed documents you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided to Servicer in connection with this Agreement, including the documents and information regarding my eligibility for mortgage assistance, 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.sig tarp.gov**. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.

