

Account No.: _____
Borrower Name: _____
FHA Case #: _____
Property Address: _____

AUTHORIZATION AND ACKNOWLEDGMENT

I have described my financial condition in the enclosed Financial Statement and certify that all information presented therein as well as all attachments are true, accurate, and correct to the best of my knowledge. I understand that submission of this information in no way obligates Bank of America, the Investor or the Mortgage Insurers to provide assistance to me.

By sending this Financial Statement to Bank of America, I hereby authorize Bank of America, the Investor and the Mortgage Insurers to:

- Order a credit report from any credit agency.
- Order a title search from any title agency.
- Verify the accuracy of the information contained in this Financial Statement, including without limitation, any current or previous employment information.

I agree that I will notify Bank of America immediately of any material change in the financial information that I have provided herein. If I fail to do so, or if it is determined that the financial information provided herein has been misrepresented by me, and Bank of America, the Investor or the Mortgage Insurers make decisions which would not have been made had the true facts been known, then (1) I shall be liable for all costs incurred or damages suffered by Bank of America, the Investors or the Mortgage Insurers, and (2) Bank of America shall have the right, in its sole discretion, to terminate any arrangement or agreement that has been extended to me based, in whole or in part, on the inaccurate or incomplete information that I have provided.

Submitted this _____ day of _____, 20_____.

BORROWER:

CO-BORROWER:

Signature

Signature

Name (please print)

Name (please print)

Account No.: _____

AUTHORIZATION FORM

Account No.: _____

I hereby authorize BANK OF AMERICA ("BANK OF AMERICA") to discuss my request for a Short Payoff with the individual(s) that I have identified below as my designated agent(s) (hereinafter the "Designated Agent"). Further, BANK OF AMERICA is hereby authorized to negotiate the terms of a Short Payoff with my Designated Agent and to deliver documents to my Designated Agent which concern my request for a Short Payoff. I understand that I will be fully responsible for reviewing any information that is sent by BANK OF AMERICA to my Designated Agent. This Authorization will remain effective until I specifically notify BANK OF America's Workout Department in writing that this Authorization is of no further force and effect.

My Designated Agents are: _____

(insert name)

(insert name)

(insert name)

Date: ____/____/____

Borrower

Date: ____/____/____

Co-Borrower

Account No.: _____

Account No.: _____
Borrower Name: _____
FHA Case #: _____
Property Address: _____

NEGOTIATION AGREEMENT

We have received your request for workout assistance concerning your Loan with BANK OF AMERICA. When signed by both of us, this letter will constitute a binding agreement ("Agreement") between you and BANK OF AMERICA concerning BANK OF AMERICA'S workout discussions with you.

1. **Written Agreement and Amendments.** We each acknowledge and agree that neither of us shall be bound by any workout agreement concerning your Loan until such agreement has been put in writing, is signed by each of us and is returned to BANK OF AMERICA. Furthermore, in order to avoid any confusion or misunderstanding, each of us also agrees that any such written agreement may only be amended in a writing that is agreed to and signed by each of us. We each acknowledge and agree that BANK OF AMERICA will not consider entering into any workout agreement concerning your Loan until it first receives all the information that it requires in its sole judgment to evaluate such an agreement. Each of us also acknowledges and agrees that BANK OF AMERICA will be under no obligation to accept partial payments on your Loan unless a written agreement signed by each of us and returned to BANK OF AMERICA provides for the payment and receipt of such amounts. During our workout discussions, any amounts received by BANK OF AMERICA which are less than the full amount due and owing under your Loan shall be, at BANK OF America's option, either (a) returned to you, or (b) credited towards the past due amount under your Loan and shall not be refunded to you.
2. **Discussions.** BANK OF AMERICA is acting on behalf of the holder of your loan (the investor) and the mortgage and/or pool insurers. As such, any information that BANK OF AMERICA provides to you is on their behalf.
3. **Enforceability of Loan Documents.** Notwithstanding any other provision of this Agreement to the contrary, or any claims by you to the contrary, any and all loan documents (the "Loan Documents") relating to your Loan, including without limitation the Note and Security Instrument, are presently in full force and effect, and shall remain in full force and effect unless and until a written document is signed by the appropriate parties specifically superseding and replacing all or some of the Loan Documents. **We each acknowledge and agree that if your Loan is delinquent currently, BANK OF AMERICA will continue to report all delinquencies to the credit reporting agencies. In addition, BANK OF AMERICA will continue with any and all collection and foreclosure action concerning your Loan, and such action will not be suspended or canceled under any circumstances unless and until BANK OF AMERICA specifically agrees in writing to suspend or cancel such action, or unless your Loan is fully reinstated or paid off. Therefore, each of us acknowledges and agrees that if your Loan is in foreclosure, a scheduled foreclosure sale will be conducted by BANK OF AMERICA unless BANK OF AMERICA specifically agrees in writing to suspend or cancel the foreclosure sale, or unless your Loan is fully reinstated or paid off in accordance with the Loan Documents and applicable law prior to the scheduled foreclosure sale.**
4. **Obligation to Report Material Change in Circumstances.** During the course of our workout discussions, you may be asked to provide certain information to BANK OF AMERICA concerning your personal finances, the property, your Loan, or otherwise. You hereby acknowledge and agree that you will advise BANK OF AMERICA immediately of any material change in the information that you provide to BANK OF AMERICA.
5. **No Waivers.** No negotiations or any other action undertaken by you and/or BANK OF AMERICA pursuant to this Agreement shall constitute a waiver of any party's rights under the Loan Documents, except to the extent specifically stated in a written agreement complying with the provisions of paragraph 1. In addition, any forbearance by BANK OF AMERICA in exercising any right or remedy under this Agreement or as otherwise afforded by applicable law shall not be a waiver or preclude the exercise of that or any other right or remedy.

6. **Miscellaneous.** This Agreement (i) constitutes our entire agreement relating to the ongoing or contemplated discussions identified herein and supersedes any prior or contemporaneous representations or agreements (whether oral or written) not contained herein concerning your Loan or the subject matter of this Agreement; (ii) shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns; (iii) shall be governed by California law, without giving affect to principles of conflicts of law; and (iv) may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. In the event of any dispute hereunder, the prevailing party shall be entitled to recover all of such party's costs and attorneys' fees from the non-prevailing party. The Headings used in this Agreement are used for convenience only and shall not be used to interpret any term hereof. Each party executing this Agreement represents that such party has the full authority and legal power to do so.

If the foregoing accurately sets forth your understanding concerning your workout discussions with BANK OF AMERICA, please sign this Agreement in the space provided below and return one duplicate original to the undersigned. Under no circumstances will a workout arrangement be entered into with you until this Agreement is first signed and returned to BANK OF AMERICA.

Sincerely,
Home Retention Division

I ACKNOWLEDGE AND AGREE THAT I HAVE READ AND AM FAMILIAR WITH THE TERMS AND CONDITIONS CONTAINED IN THIS LETTER AGREEMENT. I AGREE TO ABIDE BY THEM.

BORROWER:

_____, 20____
Signature Date

Name (please print)

CO-BORROWER:

_____, 20____
Signature Date

Name (please print)

Mortgagor Financial Information

Account #: _____
Borrower Name: _____ Co-Borrower Name: _____
Borrower SS#: _____ Co-Borrower SS#: _____
Daytime #: _____ Evening #: _____
Employer: _____ Employer: _____

Income	Borrower	Co-Borrower	Total
Monthly Gross Salary			
Unemployment			
Commission/Bonus			
Child Support/Alimony			
MONTHLY NET INCOME			

Family Expenses	Monthly Amount	Balance	Months Delinquent
Mortgage			
Mortgage (Rent/2 nd)			
Automobile Loan			
Alimony/Child Support			
Auto Main/Gasoline			
Child/Elder Care			
Church			
Education			
Groceries/Food			
Medical/Dental			
Pet			
Spending Money			
Other (please specify)			
Other (please specify)			

Home	Monthly Amount	Balance	Months Delinquent
HOA dues			
Taxes			
Other (please specify)			

Insurance	Monthly Amount	Balance	Months Delinquent
Auto			
Health			
Life			
Other (please specify)			

Utilities	Monthly Amount	Balance	Months Delinquent
Cable TV			
Electricity			
Natural Gas			
Cell Phone			
Home Phone			
Internet			
Sewer/Trash			
Water			
Other (please specify)			

Work	Monthly Amount	Balance	Months Delinquent
Dry Cleaning			
Parking			
Union Dues			
Other (please specify)			

Number of people in household: _____

Voluntary Funds Available: _____

Submitted this _____ day of _____, 20____.

Borrower:

Co-Borrower:

Signature

Signature

Name (Please print)

Name (please print)