

**RE: Short Sale Request Package** 

The enclosed materials are being sent in response to your recent inquiry regarding a short sale settlement on the above referenced loan. Please complete and return this entire package with supporting documentation.

## Important Information about the Short Sale Process

- ◆ DO NOT send an incomplete package or your request will not be considered.
- ♦ Send the documents in the same format as this package as any document substitutions will delay the process.
- Submission of this information is not a guarantee that a short sale payoff will be accepted.
- ♦ The processing and review of the documentation you provide generally takes 20-30 days.
- ◆ Your submission will NOT result in an automatic stoppage of any foreclosure proceedings.
- ♦ If the loan qualifies for a short sale under the Home Affordable Foreclosure Alternatives Program (HAFA), you may download and send HAFA Matrix document

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

Sincerely,

Ocwen Loan Servicing, LLC



### What is the Home Affordable Foreclosure Alternative (HAFA) Program – Short Sale?

For homeowners looking for help selling their home and avoiding foreclosure, the federal government has introduced the Home Affordable Foreclosure Alternatives (HAFA) Program to help. As the mortgage servicer, we are offering the opportunity to participate in this program by utilizing HAFA's short sale option if the loan qualifies. If the loan does not qualify, Ocwen may still be able to assist with an Ocwen short sale program.

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

If the homeowner(s) qualifies for the HAFA program they will receive \$3,000 to help pay some of the moving expenses. (The check will be paid to the homeowner(s) by the settlement agent as part of the closing and this amount would be included in the short sale offer and the HUD-1 Settlement Statement.) In the event there is any money left over from the sale after paying the entire amount owed on the mortgage plus the approved sale costs, the homeowner(s) will not be eligible to receive the \$3,000.

### **How Does a Short Sale Work?**

♦ Offer:

When an offer is received for the home, you will submit the required information and documentation to us for review.

♦ Review:

Ocwen will process and review the offer and the information you submitted. This generally takes 20-30 days.

◆ Approval (if applicable):

Provided the offer is approved, we will send you an agreement letter.

◆ Closing (if applicable):

Once the sale closes, we will release the borrower(s) from all responsibilities for repaying the mortgage

## **Homeowner Responsibilities**

- Keep your house and your property in good condition and repair and cooperate with your broker to show it to potential buyers.
- Be able to provide the buyer of your home with clear title. To start, determine if you have other loans, judgments or liens secured by your home, such as a home-equity line of credit or a second mortgage. If there are such liens, you will need to either pay these loans off in full or negotiate with the lien holders to release them before the closing date. Under this program, you must make sure other lien holders will agree not to pursue other legal action related to the pay off of their lien, such as a deficiency judgment. You can get help from your broker to negotiate with the other lien holders.

## **IRS and Credit Reporting Information**

- ♦ The difference between the remaining amount of principal the homeowner(s) owes and the amount that we receive from the sale must be reported to the Internal Revenue Service (IRS) on Form 1099C, as debt forgiveness. In some cases, debt forgiveness could be taxed as income. Amounts allowed for moving expenses may also be reported as income. We suggest that you contact the IRS or your tax preparer to determine if you may have any tax liability.
- ♦ We will follow standard industry practice and report to the major credit reporting agencies that your mortgage was settled for less than the full balance. We have no control over, or responsibility for the impact of this report on your credit score.



# **Instructions for Completing the Short Sale Package**



## Complete all the enclosed attachments

Exhibit A Documentation Requirements

Exhibit B Contact Information

Exhibit C Lien Information

Exhibit D Affidavit of "Arm's Length Transaction"

Exhibit E Occupancy Status

Exhibit F Authorization to Release Information

Exhibit G Hardship Letter

Exhibit H Financial Income / Expenses Documentation



# Send Ocwen the completed package and supporting documentation

## Methods to return the documents:

Fax to: 407-737-5071
 Scan and email to: ss@ocwen.com

3. Mail to: Ocwen Loan Servicing, LLC

Attn: Short Sale

1661 Worthington Road, Suite 100 West Palm Beach, Florida 33409



## Allow up to 30 days for processing

Ocwen will make every effort to review and process your request as quickly as possible. Ensuring that you provide ALL requested information together is the best thing you can do to ensure the most rapid response time.



## Approval or denial

Ocwen will contact you to let you know the outcome of our review. If approved, you will receive an approval offer letter that will need to be signed and returned with the payoff funds.



Loan Number:

E	xhibit A:	Document Requirements
In addition to the Exhibits included i	n this packa	ge, the following documents must also be provided:
<ul> <li>Real estate com</li> </ul>	mission must	g history (Multiple Listing Services) not exceed 6% of the contract sales price % of the contract sales price
Fully executed real estate cor	ntract(s) (purc	chase contract or sales contract) and any addendums
Completed Estimated HUD-1	Settlement S	Statement with the correct and complete property address (must be typed)
Buyer's proof of funds or pre-	approval lette	er
Two months of most recent b	ank statemer	nts
Paystubs and documentation	for all source	es of income from the last 30 days
Tax returns for last year - all t	orms include	d
months. The utility last 12 months.)  Payoff letters for any other lie  Copy of any judgments on the Death certificate of any decea	rty's that are bills would ne ns on the property ased person t	no longer owner occupied, but that were owner occupied in the last 12 sed to reflect that the property was owner occupied at some point in the
		be affected, therefore we require a signed letter from the court copy of the court approval and complete the below fields.
☐ Signed letter from the bankru	ptcy court app	proving the sale of the home (for loans in bankruptcy).
Bankruptcy attorney's information Name: Phone number: Fax number: Email address: Address:	n:	



Loan Number:

	Exhibit B:	Contact Information			
Licensed Realtor name and contact information:  Realtor Name: Office Number: Cell Number: Fax Number: Email Address:  Who you would like us to contact for any updates or issues with the short sale transaction?  Name: Phone Number: Cell Number: Fax Number: Fax Number: Email Address:					
	Exhibit C:	: Lien Information			
Are there any other loans so Are there any other liens, so Are there any judgments on If you answered yes to any other lies.	ecured by the propert ich as an IRS or Hom the property?	meowner's Association lien? YES No	2		
N u m b Name e r 1 2 3 4 5 6	e Of Lien Holder	Unpaid Principle Balance			
A payoff statement for a We may allow an aggregate	of up to \$6,000 to be	copy of any judgment(s) will need to be provided.  be paid from the sale proceeds to help get subordinate livering clear and marketable title is your responsibility.	∟ en releases.		



Loan Number:

Exhibit D:	Affidavit of "Arm's Length Transa	action"	
Property address:			
Street	City	State	Zip
All Parties to the contract to purchase afor	rementioned property dated:		
Hereby affirm:			
That this is an "Arm's Length Transaction share a business interest with the mort	ion" and that no party to this contract is a far	mily member, busine	ss associate, o
2. Further, there are no hidden terms or sp	pecial understandings between the seller or I	Buyer or their agents	or mortgagor.
	their Agents have any agreements written ogain ownership of said property at any time at		
	agents' commission or other government relo		which you may
5. Each signatory understands that a misr	representation may subject the responsible p	arty to civil and/or crir	minal liability.
There are no agreements, understandir premises that have not been disclosed	ngs or contracts relating to the current sale o to the servicer.	r subsequent sale of	the mortgaged
	nd intends that the servicer and/or Freddie Ma or the reduction of the payoff amount of the r		
	servicer and/or Freddie Mac for any and all l the affidavit including, but not limited to repay		
9. This certification will survive the closing	of the transaction.		



Loan Number:

# Exhibit D: Affidavit of "Arm's Length Transaction" (continued)

♦ You cannot list the property with or sell the property to anyone that you are related to or with whom you have a close personal or business relationship. In legal language, it must be an "arm's length transaction." If you have a real estate license, you cannot earn a commission by listing your own property. You may not have any agreements to receive a portion of the commission or the sales price after closing. Any buyer of your property must agree to not sell the home within 90 calendar days of the date it is sold by you. You may not have any expectation that you will be able to buy or rent your house back after the closing. Any knowing violation of the arm's length transaction prohibition may be a violation of federal law.

Seller	SIGN	Buyer	SIGN
Date		Date	_
Seller's Printed Name		Buyer's Printed Name	_
Seller's Agent	SIGN	Buyer's Agent	SIGN
Date		Date	_
Seller's Agent Printed Name		Buyer's Agent Printed Name	_
Escrow/Closing Company			
Escrow/Closing Agent Printed Name			
Escrow/Closing Agent	SIGN		



Exhibit E: Occupancy Status		
Check the appropriate box(es) below that applies to this property:		
		Owner occupied Rental Vacant
♦ If you checked rental or vacant:		
Was the property owner occupied in the last 12 months?  OR	YES	□NO
Has the property been vacant or rented out for more than 12 months?	☐ YES	□NO
◆ If you checked <b>rental</b> or <b>vacant and that the property</b> was owner occupied in the labels to support that the property was owner occupied prior to relocating.	ast 12 months, p	lease submit utility
♦ Have you purchased any one-to-four unit properties during the last 12 months?	YES	□NO



Loan Number:

# **Exhibit F: Third-Party Authorization Form (Authorization to Release Information)**

Ocwen Loan Servicing, LLC						
Mortgage Lender/Servicer Name ("Servicer")	Mortgage Lender/Servicer Name ("Servicer")					
The undersigned Borrower and Co-Borrower (if any) (indiand the following third parties.	vidually and collectively, "Borrower" or "I"), authorize the above Servicer					
[Counseling Agency]	[Agency Contact Name and Phone Number]					
[State HFA Entity]	[State HFA Contact Name and Phone Number]					
[Other Third Party]	[Third Party Contact Name and Phone Number]					
[Relationship of Other Third Party to Borrower and Co	-Borrower]					
(individually and collectively, "Third Party") to obtain, share, release, discuss, and otherwise provide to and with each other public and non-public personal information contained in or related to the mortgage loan of the Borrower. This information may include (but is not limited to) the name, address, telephone number, social security number, credit score, credit report, income, government monitoring information, loss mitigation application status, account balances, program eligibility, and payment activity of the Borrower. I also understand and consent to the disclosure of my personal information and the terms of any agreements under the Making Home Affordable or Hardest Hit Fund Programs by Servicer or State HFA to the U.S. Department of the Treasury or their agents in connection with their responsibilities under the Emergency Economic Stabilization Act.						
	entity of a Third Party, but has no responsibility or liability to verify the ponsibility or liability for what a Third Party does with such information.					
Before signing this Third-Party Authorization, b						
<ul> <li>♦ It is expected that a HUD-approved housing counselor, HFA representative or other authorized third party will work directly with your lender/mortgage servicer.</li> <li>♦ Please visit http://makinghomeaffordable.gov/counselor.html to verify you are working with a HUD-approved housing counseling agency.</li> <li>♦ Beware of anyone who asks you to pay a fee in exchange for a counseling service or modification of a delinquent loan.</li> </ul>						
This Third-Party Authorization is valid when signed by all borrowers and co-borrowers named on the mortgage and until the Servicer receives a written revocation signed by any borrower or co-borrower.						
I UNDERSTAND AND AGREE WITH THE TERMS OF THIS THIRD-PARTY AUTHORIZATION:						
Borrower Printed Name	Co-Borrower Printed Name					
Borrower Signature	Co-Borrower Signature					
Date	Date					



Exhibit G: Hardship Affidavit Letter					
Making Home Affordab Hardship Affidavit	le Program		MAKING HOME AFFORDABLE.gov		
HARDSHIP AFFIDAVIT, page 1		OMPLETE ALL THREE F	AGES OF THIS FORM		
Loan I.D. Number		Servicer			
BORRO	OWER .		CO-BORROWER		
Borrower's name		Co-borrower's name			
Social Security Number		Social Security Number			
Property address (include city, state	and zip):				
I want to: ☐ Keep	the Property Sell the Prop	perty			
The property is my:	ary Residence 🔲 Second Hor	ne	☐ Investment Property		
The property is:	er Occupied 🔲 Renter Occu	upied for Less than 12 M	onths 🔲 Vacant for Less than 12 Months		
	HARDSHII	PAFFIDAVIT			
Lam baving difficul	I (We) am/are requesting review unde ty making my monthly payment beca	r the Making Home Affe	ordable Program.		
	reduced. For example: reduced pay		payments are excessive and I am overextended with		
	nings, death, disability or divorce of a	my creditors. Debt includes credit cards, home equity or other debt.			
□ My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes.  □ My cash reserves, including all liquid assets, are insufficie my current mortgage payment and cover basic living ex same time.					
□ I am unemployed and (a) I am receiving/will receive unemployment □ Other: benefits or (b) my unemployment benefits ended less than 6 months ago.					
Explanation (continue on back of	f page 3 if necessary):				
Have you filed for bankruptcy?  Has your bankruptcy been dischar	Yes □No If yes: □Chapter 7   ged? □Yes □No Bankruptcy	□Chapter 13 Filing case number	Date:		
	INFORMATION FOR GOVERN	MENT MONITORING	PURPOSES		
The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.					
	furnish this information	CO-BORROWER	☐ I do not wish to furnish this information		
Ethnicity: ☐ Hispanic or Lat ☐ Not Hispanic o	ino r Latino	Ethnicity:	☐ Hispanic or Latino ☐ Not Hispanic or Latino		
Race:		Race:	□ American Indian or Alaska Native     □ Asian     □ Black or African American     □ Native Hawaiian or Other Pacific Islander     □ White		
Sex:			☐ Female ☐ Male		
To be completed by interviewer Name/Address of Interviewer's Employer					
This request was taken by:	Interviewer's Name (print or type) & l	D Number			
☐ Face-to-face interview ☐ Mail	Interviewer's Signature Da	te			
☐ Telephone					



HARDSHIP AFFIDAVIT page 2

COMPLETE ALL THREE PAGES OF THIS FORM

#### DODD-FRANK CERTIFICATION

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: [A] felony larceny, theft, fraud, or forgery, (B) money laundering or [C] tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.

This certification is effective on the earlier of the date listed below or the date this hardship affidavit is received by your servicer.

#### ACKNOWLEDGEMENT AND AGREEMENT

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

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

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

Borrower Signature

Social Security Number

Date of Birth

Date

Co-borrower Signature

Social Security Number

Date of Birth

Date



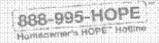
HARDSHIP AFFIDAVIT gage 3

CONFESTE ALETHINGS PAGES OF THIS CORP.

#### HOMEOWNER'S HOTLINE

If you have questions about this document or the Making Home Affordable Program, please call your servicer.

If you have guestions about the program that your servicer cannot answer or need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.



#### NOTICE TO BORROWERS

Be advised that by signing this document you understand that any documents and information you submit to your servicer in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these

documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided to Lender in connection with the Making Home Affordable Program, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sigtarp.gov and provide them with your name, our name as your servicer, your property address, loan number and reason for escalation, Mall can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.



Loan Number:

<b>Exhibit</b>	H:	Financi	al In	formation

### INCOME/EXPENSES FOR HOUSEHOLD<sup>1</sup>

Number of People in Household:

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

## **INCOME MUST BE DOCUMENTED**

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

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

### INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.

BORROWER	☐ I do not wish to furnish this information		CO-BORROWER	☐ I do not wish to furnish this information	
Ethnicity:	☐ Hispanic or Latino ☐ Not Hispanic or Latino		Ethnicity:	☐ Hispanic or Latino ☐ Not Hispanic or Latino	
Race:	<ul> <li>☐ American Indian or Alaska Native</li> <li>☐ Asian</li> <li>☐ Black or African American</li> <li>☐ Native Hawaiian or Other Pacific Islander</li> <li>☐ White</li> </ul>		Race:	☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Other Pacific Islander ☐ White	
Sex:	:x:		Sex:	☐ Female ☐ Male	
	To be	completed by interviewer		Name/Address of Interviewer's Employer	
,	Interviewer's Phone Number (include		te		