

Short Sale Package

Please provide the following paperwork to initiate the Short Sale approval process. By providing the documents below to Guardian Financial Solutions, the seller acknowledges these documents will be forwarded to the lender as part of the short sale approval process. Please note the lender is attempting to collect a debt and all information submitted may be used for that purpose.

Seller To Assemble	Seller's Agent To Assemble
<ul style="list-style-type: none"> • Most Recent Mortgage Statements for all loans • Bank Notices/Letters (correspondence from lender) • Tax Returns & W-2s (most recent 2 years) • 4506-T Form • Paystubs (most recent 30 days) or LOE • Profit & Loss (3 months, if Self-Employed) • Bank Statements (most recent 3 months, all pages, including blank pages) or LOE • HOA Statement • Recent Utility Bill with Borrower/Property Address 	<ul style="list-style-type: none"> • Referral Fee Agreement (Attached) • Agent Processing Agreement • Homeowner Agreement & Waiver • MLS Printout & CMA • Listing Agreement & Addenda • Purchase Agreement, Counters & Addenda • Buyer Prequal and Proof of Funds • Handwritten Hardship Letter * • Seller's Financial Worksheet • Completed RMA form • Client Information Sheet (fully completed) • Title Statement of Information (fully completed) • Third-Party Authorization (Attached) • Third-Party Authorization (Bank-Specific) • Do Not Contact • Alt. to FC, Tax & Legal and Timeline Disclosures

*** Hardship Letter**

One of the most important items the lender reviews in consideration of the short sale request is the hardship letter (a brief, clear and compelling statement describing the circumstance that makes it impossible for the seller to make the agreed payment). Please attach supporting documents to substantiate each hardship claim. (For example, if there was a loss of employment please attach your "pink slip" and a copy of the severance package).

On a separate sheet, in the seller's own handwriting, please describe the current situation and how it happened. (For the seller's convenience, we have attached a Sample Hardship Letter and a sample Profit & Loss Statement for the self-employed).

Date: _____

Seller Signature

Print Name

Seller Signature

Print Name

CLIENT INFORMATION

| FC Sale: _____ | Owner Occ: Yes No | Tried Loan Mod: Yes No: _____ |

Subject Property: _____

If Rented, Rent Income: \$ _____

Mailing Address (if different): _____

Phone 1: _____ Phone 2: _____

Email 1: _____ Email 2: _____

Seller 1: _____ Seller 2: _____

Seller 1 SS#: _____ Seller 2 SS#: _____

FIRST LIEN- [Purchase Money: Yes No] [Included in Ch 7 BK: Yes No] HABA Yes No

1ST Lien: _____ Account #: _____

Balance: _____ Last Payment: _____ Recourse Loan: Yes No

Phone: _____ Fax: _____

1st Lien Investor | Insurer: _____ | _____

SECOND LIEN- [Purchase Money: Yes No] [Included in Ch 7 BK: Yes No] HABA Yes No

2ND Lien: _____ Account #: _____

Balance: _____ Last Payment: _____ Recourse Loan: Yes No

Phone: _____ Fax: _____

2nd Lien Investor | Insurer: _____ | _____

Notes or Additional Liens: _____

HOA: None Current Delinquent | Contact & Other Info: _____

Showing Instructions: Call Our Office Seller: _____

Dates:
List Active: _____ Yard Sign: _____ Open House: _____

COMPLETION OF THIS FORM WILL EXPEDITE YOUR ORDER AND WILL HELP PROTECT YOU.

Confidential information to be used in conjunction with order no. _____

NAME

FIRST MIDDLE LAST

BIRTHPLACE YEAR OF BIRTH SOCIAL SECURITY NUMBER I HAVE LIVED IN CALIFORNIA SINCE

FIRST MIDDLE LAST

BIRTHPLACE YEAR OF BIRTH SOCIAL SECURITY NUMBER I HAVE LIVED IN CALIFORNIA SINCE

WE WERE MARRIED ON ____/____/____ AT _____ WIFE'S MAIDEN NAME _____

MY DRIVER'S LICENSE NUMBER (STATE) MY SPOUSE'S DRIVER'S LICENSE NUMBER (STATE)

RESIDENCE(S) FOR LAST 10 YEARS

NUMBER AND STREET CITY FROM TO

NUMBER AND STREET CITY FROM TO

NUMBER AND STREET CITY FROM TO

NUMBER AND STREET CITY FROM TO

OCCUPATION(S) FOR LAST 10 YEARS

HUSBAND

PRESENT OCCUPATION FIRM NAME ADDRESS NO. YEARS

PRESENT OCCUPATION FIRM NAME ADDRESS NO. YEARS
WIFE

PRESENT OCCUPATION FIRM NAME ADDRESS NO. YEARS

PRESENT OCCUPATION FIRM NAME ADDRESS NO. YEARS

FORMER MARRIAGES

IF NO FORMER MARRIAGES, WRITE "NONE" _____

NAME OF FORMER WIFE DECEASED () DIVORCED () DATE FINAL WHERE

NAME OF FORMER HUSBAND DECEASED () DIVORCED () DATE FINAL WHERE

THE STREET ADDRESS OF THE PROPERTY IN THIS TRANSACTION IS: _____

SIGNATURE _____ DATE ____/____/____

SIGNATURE _____ DATE ____/____/____

(____) _____
HOME TELEPHONE

(____) _____
BUSINESS PHONE

GUARDIAN FINANCIAL SOLUTIONS

Service Agreement for Short Sale Processing & Negotiation

THIS AGREEMENT is entered into this _____ day of _____, 20____ by and between GUARDIAN FINANCIAL SOLUTIONS (“NEGOTIATOR”), and _____ (“BROKER”).

Broker has entered into a listing agreement with _____ (“SELLER”) for the sale of the real property located at _____ (“THE PROPERTY”), for which listing agreement is currently in full force and effect. A purchase agreement for the sale of the Property has been executed for a sales price that will be insufficient to pay off one or more of the lienholders in full.

Broker wishes to engage the services of Negotiator to process the application for short sale approval with said lienholder(s).

NOW THEREFORE, it is hereby agreed as follows:

1. Processing Services: Negotiator will perform the following:
 - a) Assist Broker in analyzing viability of the short sale.
 - b) Complete and submit to appropriate lienholders documentation requested by lienholders to request for short sale approval.
 - c) Conduct all communications with appropriate personnel at short sale lender.
 - d) Provide Broker, escrow officer, buyer and seller with periodic status reports concerning the short sale request.
 - e) Coordinate preparation of HUD-1 with escrow officer & order preliminary title report.
 - f) Provide short sale approval, if obtained, to escrow officer and Broker.
2. Processing Fee: In consideration of the services rendered hereunder, Broker hereby irrevocably assigns to Negotiator, from Broker’s commission paid through escrow, a processing fee in the amount equal to 1 PERCENT of the purchase price of the property, or \$1,250, whichever is greater. In the event the short sale lienholder(s) agree(s) to pay a processing/submission/negotiation or other fees to Negotiator, these fees shall be in addition to the Processing Fee paid to Negotiator by Broker. The Processing Fee is contingent upon close of escrow on the sale of the Property.



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3. Escrow and Title: The Listing Agent agrees to work with Ticor Title and Barringer Escrow. Negotiator has strong working relationships with these firms. These working relationships are instrumental in facilitating and expediting your transaction, and they are required.
4. Broker Duties: To enable Negotiator to process the short sale request, Broker shall:
 - a) Obtain from Seller all documentation required by lienholder(s) and by Negotiator as are required to process the short sale application(s). **Attached to this agreement is Addendum A**, which sets forth a number of documents and forms that are required for submission with each short sale package. In accordance with lender requirements, requested documentation is subject to change without notice. Broker acknowledges that Negotiator shall not be required to return any such documentation to Broker or Seller.
 - b) Acknowledge that time is of the essence and agree to provide **within 48 hours** all requested documentation or a written explanation as to why the documents cannot be produced.
 - c) Notify Negotiator of any material changes concerning Seller or purchase agreement that affect representations or documentation submitted to lienholder(s) by Negotiator on behalf of Seller.
 - a) Notify Negotiator immediately if, at any time during the pendency of the transaction, Broker ceases to represent Seller as Seller's broker.
5. No Agency: Nothing contained herein shall be construed to create or imply an agency relationship between Seller and Negotiator, and Negotiator shall have no responsibility or liability for advising Seller concerning alternatives available to Seller or ramifications of a short sale.
6. Disclaimers and Waivers: Broker acknowledges the following:
 - b) There is no guarantee that the lienholder(s) that are the subject of this Agreement will consent to a short sale or agree to forgive collection of the remainder of the debt, and it is Broker's responsibility to advise Seller of same.
 - c) Negotiator and its designated affiliates assume no liability for errors or omissions of third parties or the sufficiency of documents provided by the seller or the Listing Agent. The sufficiency or acceptability of any document or explanation is at the sole discretion of the lender(s).



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- d) The Listing Agent is entirely responsible for verifying closing figures and reviewing all documents prior to closing. Negotiator assumes no liability for the Listing Agent's failure to read and review all documents prior to closing.
 - e) There may be negative legal, tax and credit ramifications to Seller in participating in a short sale. Negotiator is neither qualified nor obligated to provide legal or tax advice to Broker or to Seller concerning such ramifications.
 - f) Broker is aware and has advised Seller that there are other possible alternatives available to Seller other than a short sale, including, but not limited to, a negotiated loan modification or forbearance with Seller's lienholders, foreclosure, deed in lieu, and/or bankruptcy, and Broker has recommended to Seller to seek counsel concerning these alternatives.
 - g) During the normal course of business, Negotiator and its affiliates may from time to time fill out forms on behalf of the Listing Agent, including, but not limited to, requests for appraisals and BPOs, financial forms, escrow requests, submission of offers, requests for reports, title surveys and HOA Certificates. It is understood that Negotiator and its designated affiliates order these documents as a courtesy to the Listing Agent to help facilitate and expedite the transaction. The Listing Agent agrees to accept financial responsibility for any and all documents ordered in connection with the processing of the short sale approval request.
7. Imminent Sale Date: When the Listing Agent presents Negotiator with a short sale servicing request on a property that is scheduled for foreclosure auction, Negotiator cannot guarantee a postponement of the sale. Listing Agent understands that for a lender to consider postponing a sale, there must be a qualified buyer, a complete short sale package and a bank negotiator to evaluate the offer. Each bank has a different process and different response times. Though every effort will be made to postpone an impending sale so the bank can review the short sale package, sometimes homes are sold because there is insufficient time for the file to make it through the system to trigger a preliminary review. Even though Negotiator has experience and tested strategies, the Listing Agent understands and acknowledges that foreclosure is a potential outcome when the seller waits until the last minute to seek a short sale approval.
8. Termination of Agreement: Prior to submission, either party may terminate this agreement at will. Once the file has been submitted, Negotiator will process the file until closing and shall be due payment as stipulated in this agreement. Any substantive breach of this agreement will be respected and observed as grounds for terminating this agreement.



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9. Attorney Fees: In the event of a dispute between the parties to this Agreement that results in litigation, the prevailing party in such dispute will be entitled to recover from the other party all reasonable fees, costs and expenses incurred in the litigation.
10. Entire Agreement: This Agreement represents the entire understanding of the parties concerning the providing of short sale processing services by Negotiator and supersedes any previous agreement. The agreement may only be amended by the mutual written agreement of the parties.

NEGOTIATOR

GUARDIAN FINANCIAL SOLUTIONS (DRE Lic #01889132)

Company

Brian G. Bean

Brian G. Bean

Signature

Print Name

Date

BROKER

Company

Signature

Print Name

Date

Address

Cell

Phone

Email



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Addendum A

Below are documents and disclosures Negotiator requires to process and negotiate your short sale:

- | | | |
|---|----------------------------|--|
| | <input type="checkbox"/> | EXECUTED SHORT SALE SERVICING AGREEMENT |
| SELLER'S
DOCUMENTS | <input type="checkbox"/> | Mortgage Statements: Most recent for all loans |
| | <input type="checkbox"/> | Bank Notices: Any Notice of Default, Notice of Sale, etc. |
| | <input type="checkbox"/> | Tax Returns: Most recent 2 yrs, SIGNED, W-2s, 1099s (or LOE) |
| | <input type="checkbox"/> | Signed 4506-T Form |
| | <input type="checkbox"/> | Paystubs: Most recent 2 (all homeowners) (or LOE). (1 full month) |
| | <input type="checkbox"/> | Profit & Loss: If self-employed, statement for most recent 3 months |
| | <input type="checkbox"/> | Bank Statements: Most recent 2 months (or LOE) (All pages of each statement, including the blank pages) |
| | <input type="checkbox"/> | Utility Bill: From property address with Seller's name on it. |
| | <input type="checkbox"/> | Homeowners Association information (if applicable) |
| | <input type="checkbox"/> | Bankruptcy discharge paperwork (if applicable) |
| LISTING
PROPERTY | & <input type="checkbox"/> | Executed Listing Agreement |
| | <input type="checkbox"/> | MLS Printout |
| | <input type="checkbox"/> | Executed Purchase Agreement (with SSA) |
| | <input type="checkbox"/> | Buyer's preapproval letter and proof of funds |
| | <input type="checkbox"/> | Comparative Market Analysis (Sale and Rental) |
| SHORT SALE
DOCUMENTS/
DISCLOSURES | <input type="checkbox"/> | Completed RMA Form |
| | <input type="checkbox"/> | Hardship letter (hand-written) |
| | <input type="checkbox"/> | Third-party authorization (1 for each lender) |
| | <input type="checkbox"/> | Seller's Statement of Information for Title Company |
| | <input type="checkbox"/> | Seller Information Sheet |
| | <input type="checkbox"/> | Seller's Financial Statement |

Listing Agent understands and acknowledges that each of these documents or disclosures are required and agrees to provide them to Negotiator, upon request, or provide an explanation as to why the document cannot be produced.

Property: _____

Agent Signature

Print Name

Date



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Short Sale Processing Agreement, Acknowledgment & Waiver

THIS AGREEMENT, ACKNOWLEDGMENT AND WAIVER is entered into this _____ day of _____, 20____ by and between _____ (“HOMEOWNERS”), _____ (“LISTING BROKER/AGENT”) and _____ (“NEGOTIATOR”), regarding the real property located at _____ (“THE PROPERTY”).

Homeowner acknowledges, verifies and agrees, by initialing and signing below, to the following:

1. _____ / _____ I acknowledge that I have read every document I have signed pertaining to the short-sale process.
2. _____ / _____ I agree that Negotiator will be our exclusive short-sale negotiator on the above property.
3. _____ / _____ I am the owner of the Property listed above (or have an equitable interest in the property) and am able to contract for its sale.
4. _____ / _____ I agree NOT to hold Negotiator, Brokers/Agents, or any of their affiliates, partners, or associates, legally, financially, or any other way responsible if the short sale process for any reason does not result in Negotiator, Brokers/Agents or any of their affiliates, associates, or partners being able to sell or purchase my Property, successfully negotiate a short sale, and/or stop a foreclosure sale.
5. _____ / _____ I acknowledge that in some cases, my Lender will require me as the original mortgagor to pay the difference between the negotiated sales price and the principal balance owed as a deficiency judgment or promissory note. My Lender may or may not pursue a deficiency judgment or promissory note for any deficit created by a discount from my mortgage. In the event that my Lender does pursue a deficiency judgment or promissory note, it will be disclosed **prior to** closing the transaction. I have been advised by Negotiator and my Listing Broker/Agent to seek the guidance of an appropriate attorney before moving forward, and I acknowledge neither Negotiator nor my Listing Broker/Agent are qualified or able to provide legal advice.
6. _____ / _____ I acknowledge that a short sale transaction may have implications on my federal and/or state tax liability. I have been informed that I should consult the IRS or my tax accountant for additional information.
7. _____ / _____ I acknowledge that the short sale process can be a long and drawn-out process (**sometimes several months or more**) and that there is **NO guarantee** that the lender will fully cooperate with the short sale process, thereby making it very difficult and/or

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impossible for Negotiator or Listing Broker/Agent to arrive at a successful completion before the lender completes the foreclosure process and the house goes to the foreclosure sale.

8. _____ / _____ I acknowledge that, due to the nature and length of this process, Negotiator or Listing Broker/Agent will be unable to call and/or update me on a regular basis. Negotiator or Listing Broker/Agent will only call/update when absolutely necessary to continue work on the short sale. I acknowledge Negotiator or Listing Broker/Agent has encouraged me/us to call Negotiator or Listing Broker/Agent and follow up any time we want to know the progress of our short sale, but that the fastest and most comprehensive updates are available to me via the online tracking system for which I have been given a private logon.
9. _____ / _____ I agree and verify that, to date, this process has been handled fairly and without prejudice. I acknowledge that neither Negotiator nor Listing Broker/Agent has taken advantage of me or my current situation in any way.
10. _____ / _____ I agree and verify that I am not under the influence of alcohol or any other mind-altering substance, nor am I taking medication that would cloud my judgment or render me unable to think clearly.
11. _____ / _____ I agree and verify that I have signed ALL documents pertaining to the short sale process of my own free will and neither Negotiator nor Listing Broker/Agent has in any way pressured me into signing ANY documents I have signed.
12. _____ / _____ Negotiator or Listing Broker/Agent or a representative of Negotiator or Listing Broker/Agent has verbally explained all matters set forth in this AGREEMENT / ACKNOWLEDGMENT / WAIVER and ALL other documents I have heretofore signed and answered ALL questions that ALL homeowners had regarding said matters in ALL signed documents.

Homeowner Signature	Print Name	Date
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Homeowner Signature	Print Name	Date
---------------------	------------	------

Rich. Bar

Listing Broker/Agent Signature	Print Name	Date
--------------------------------	------------	------

Rich. Bar

Negotiator Signature	Print Name	Date
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THIRD PARTY AUTHORIZATION and AGREEMENT TO RELEASE

(Please complete and return if you ONLY want us to speak with your Real Estate Agent, or any other designated third party on your behalf.)

Account Number: _____ Name: _____
 Property Address: _____



Before you sign this authorization, please be aware that...

- There is never a fee to get assistance or information about the Making Home Affordable program from your lender or a HUD-approved housing counselor.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can “save” your home if you sign or transfer over the deed to your house.
- Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- ONLY use HUD certified counseling agencies: Call **1.800.CALL.FHA** to find a HUD-certified housing counseling agency.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.

I/we do hereby authorize (my lender/mortgage servicer) to release or otherwise provide to:

<u>Brian Bean and Matt Carmean</u>	of <u>Guardian Financial Solutions</u>	in his/her capacity as
Name	Company Name	
<u>Advocate & Negotiator</u>	<u>951-778-9700</u>	
Relationship (if applicable)	Phone Number	

public and non-public personal financial information contained in my loan account which may include, but is not limited to, loan balances, final payoff statement, loan payment history, payment activity, and/or property information.

We, the lender/mortgage servicer, will take reasonable steps to verify the identity of the 3rd party authorized above, but will have no responsibility or liability to verify the true identity of the requestor when he/she asks to discuss my account or seeks information about my account. Nor shall we, the lender/mortgage servicer, have any responsibility or liability for what the requestor may do with the information he/she obtains concerning my account.

I/we do hereby indemnify and forever hold harmless the lender/mortgage servicer, from all actions and causes of actions, suits, claims, attorney fees, or demands against the lender/servicer which I/we and/or my heirs may have resulting from the lender/mortgage servicer discussing my loan account and/or providing any information concerning the loan account to the above named requestor or person identifying themselves to be that requestor

If you agree to this Authorization and the terms of the Release as stated above, please sign, date, and return with the Financial Analysis form

NOTE: No information concerning your account will be provided until we have received this executed document. The **authorization needs to be in the name of an individual (not a company)** and a form needs to be completed for each authorized individual. All parties on the Mortgage must sign.

Borrower Printed Name

Borrower Signature

Date

Co-Borrower Printed Name

Co-Borrower Signature

Date



THIRD PARTY AUTHORIZATION and AGREEMENT TO RELEASE

(Please complete and return if you ONLY want us to speak with your Real Estate Agent, or any other designated third party on your behalf.)

Account Number: _____ Name: _____
 Property Address: _____



Before you sign this authorization, please be aware that...

- There is never a fee to get assistance or information about the Making Home Affordable program from your lender or a HUD-approved housing counselor.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can “save” your home if you sign or transfer over the deed to your house.
- Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- ONLY use HUD certified counseling agencies: Call **1.800.CALL.FHA** to find a HUD-certified housing counseling agency.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.

I/we do hereby authorize (my lender/mortgage servicer) to release or otherwise provide to:

<u>Brian Bean and Matt Carmean</u>	of <u>Guardian Financial Solutions</u>	in his/her capacity as
Name	Company Name	
<u>Advocate & Negotiator</u>	<u>951-778-9700</u>	
Relationship (if applicable)	Phone Number	

public and non-public personal financial information contained in my loan account which may include, but is not limited to, loan balances, final payoff statement, loan payment history, payment activity, and/or property information.

We, the lender/mortgage servicer, will take reasonable steps to verify the identity of the 3rd party authorized above, but will have no responsibility or liability to verify the true identity of the requestor when he/she asks to discuss my account or seeks information about my account. Nor shall we, the lender/mortgage servicer, have any responsibility or liability for what the requestor may do with the information he/she obtains concerning my account.

I/we do hereby indemnify and forever hold harmless the lender/mortgage servicer, from all actions and causes of actions, suits, claims, attorney fees, or demands against the lender/servicer which I/we and/or my heirs may have resulting from the lender/mortgage servicer discussing my loan account and/or providing any information concerning the loan account to the above named requestor or person identifying themselves to be that requestor

If you agree to this Authorization and the terms of the Release as stated above, please sign, date, and return with the Financial Analysis form

NOTE: No information concerning your account will be provided until we have received this executed document. The **authorization needs to be in the name of an individual (not a company)** and a form needs to be completed for each authorized individual. All parties on the Mortgage must sign.

Borrower Printed Name

Borrower Signature

Date

Co-Borrower Printed Name

Co-Borrower Signature

Date



Please Do Not Contact Me by Phone

Loan #: _____

Lender: _____

Property Address: _____

According to the Fair Lending law, I have the right to request that you, my lender, not contact me by phone regarding my loan being in default. I do not wish to speak to any collection agents about this account. Please make any future communication with me in writing, or if you must speak to someone regarding this account, please talk to my Real Estate Representative, listed below, who is assisting me with selling my home. The information obtained by my representative is to be used for the purpose of facilitating the resolution of my foreclosure.

Borrower

Printed Name

Date

Social Security Number: _____

Date of Birth: _____

Co-Borrower

Printed Name

Date

Social Security Number: _____

Date of Birth: _____

CONTACT INFO:

Brian Bean

951-778-9700

Please Do Not Contact Me by Phone

Loan #: _____

Lender: _____

Property Address: _____

According to the Fair Lending law, I have the right to request that you, my lender, not contact me by phone regarding my loan being in default. I do not wish to speak to any collection agents about this account. Please make any future communication with me in writing, or if you must speak to someone regarding this account, please talk to my Real Estate Representative, listed below, who is assisting me with selling my home. The information obtained by my representative is to be used for the purpose of facilitating the resolution of my foreclosure.

Borrower

Printed Name _____ Date _____

Social Security Number: _____

Date of Birth: _____

Co-Borrower

Printed Name _____ Date _____

Social Security Number: _____

Date of Birth: _____

CONTACT INFO:

Brian Bean

951-778-9700

Hardship Letter Guidelines

Remember to state the following items in your **HANDWRITTEN** hardship letter:

1. **Hardship:** What are your hardships (current and past)? For example – unemployed, car accident, medical problems (personal or family), etc. Go into only a little detail about each hardship. The following are the most important messages to get across to the Lender:
 - a. Why you will not be able to be current again on your loan.
 - b. We do not have enough income to make these payments.
 - c. We must leave the property.
2. **Your Assets:** Explain that you have no assets with which to continue paying.
3. **Letters of Explanations:** If you do not have bank statements, paystubs or tax returns, you will need to explain the reason in more detail in your letter as to “why” you cannot provide those documents. (i.e. “I’ve been unemployed for 6 months and have not been able to find work.”)
Note - If you don’t have tax returns, the bank will ask for extension filings. If you don’t have extension filings either, explain why in this letter. (i.e. “I haven’t worked in more than 2 years and I haven’t filed taxes or extensions” or “I haven’t filed my tax returns for the past 2 years and I failed to file extensions as well.”).
4. **Bankruptcy:** You could also mention “I don’t want to have to file bankruptcy.”

Sample Hardship Letter

[*Remember, YOU must **handwrite** your own Hardship Letter to the Lender(s)]

To Whom It May Concern:

I have been unable to make my payments on my house, and I am now facing foreclosure. My inability to keep up with the monthly payments is the result of (loss of job, illness, accident, death or disability of a wage earner – describe BRIEFLY what your hardship is).

I cannot make my mortgage payments. Please help me with a short sale.

Thank you,

{Signature}

{Date}

{Printed Name}



BORROWER: _____

BANK: _____ LOAN #: _____

BANK: _____ LOAN #: _____

To Whom it May Concern:

I am having problems making my monthly payments because of financial difficulties created by:
(Check all options that apply)

- | | | |
|---|---|--|
| <input type="checkbox"/> Reduced Income | <input type="checkbox"/> Unemployment | <input type="checkbox"/> Business Failure |
| <input type="checkbox"/> Job Relocation | <input type="checkbox"/> Divorce/Separation | <input type="checkbox"/> Death of Spouse |
| <input type="checkbox"/> Illness | <input type="checkbox"/> Disability | <input type="checkbox"/> Medical Bills |
| <input type="checkbox"/> Military Service | <input type="checkbox"/> Incarceration | <input type="checkbox"/> Loan Mod Rejected |

Other (Please specify) _____

I believe that my situation is: Temporary Permanent

Seller Signature

Seller Signature

Date

LOAN NUMBER _____

PART A BORROWER INFORMATION

Borrower Name		Social Security No.		Co-Borrower Name		Social Security No.	
Borrower Phone No. Day () Evening ()				Co-Borrower Phone No. Day () Evening ()			
Primary Home (Where you live) Street				Co-Borrower Primary Home (Where you live) Street			
City		State		City		State	
		Zip Code				Zip Code	
Employer		Position		Employer		Position	
Employment Dates (From - To)				Employment Dates (From - To)			

PART B ASSETS AND LIABILITIES

DESCRIPTION	ESTIMATED VALUE (A)	AMOUNT OWED (B)	NET VALUE (A-B)
1. Cash	\$ -	\$ -	\$ -
2. All Checking and Savings Accounts	\$ -	\$ -	\$ -
3. All Retirement Assets (i.e. 401 (k)s, IRAs, etc.)	\$ -	\$ -	\$ -
4. Primary Home	\$ -	\$ -	\$ -
5. Other Real Estate	\$ -	\$ -	\$ -
6. Automobile(s) Make Model Year	\$ -	\$ -	\$ -

PART C PROPERTY INFORMATION

PROPERTY FOR SALE?	PROPERTY FOR RENT?	City	State
List Date / Price	Monthly Rent	Month Last Paid	Date Lease Expires
Realtor Name			
Realtor Phone			

PART D MONTHLY INCOME

DESCRIPTION (MONTHLY)	BORROWER	CO-BORROWER	TOTAL
1. Gross Salary/Wages	\$ -	\$ -	\$ -
2. Overtime Wages	\$ -	\$ -	\$ -
3. Commissions (how often paid)/Bonus (when paid)	\$ -	\$ -	\$ -
4. Disability (short or long term) / Social Security	\$ -	\$ -	\$ -
5. Alimony / Child Support/Other Income/Rental	\$ -	\$ -	\$ -
6. Total Monthly Income (add lines 1 through 5)	\$ -	\$ -	\$ -
7. Total Paycheck Deductions	\$ -	\$ -	\$ -

PART E MONTHLY EXPENSES

Number of People in the Household _____

DESCRIPTION (MONTHLY)	MONTHLY PAYMENT	BALANCE DUE	# MOS DELINQUENT
1. Primary Home Mortgage (including taxes and insurance)	\$ -	\$ -	
2. Rent Payment (if owner not occupying subject property)	\$ -	\$ -	
3. Maintenance/Homeowners Association Fees	\$ -	\$ -	
4. Other Mortgages	\$ -	\$ -	
5. Automobile Loans	\$ -	\$ -	
6. Other Loans	\$ -	\$ -	
7. Credit Cards (minimum payment)	\$ -	\$ -	
8. Alimony/Child Support	\$ -	\$ -	
9. Child/Dependent Care	\$ -	\$ -	
10. Utilities (water, electricity, gas, cable, etc.)	\$ -	\$ -	
11. Telephone (Land line and Cell phone)	\$ -	\$ -	
12. Insurance (automobile, health, life)	\$ -	\$ -	
13. Medical Expenses (uninsured)	\$ -	\$ -	
14. Car expenses (gas, maintenance, parking)	\$ -	\$ -	
15. Groceries and Toiletries	\$ -	\$ -	
16. Dry Cleaning and Clothing	\$ -	\$ -	
17. Spending Money/Entertainment	\$ -	\$ -	
18. Other Monthly Expenses (Explain)	\$ -	\$ -	

Please send this completed form along with verification of income (current pay stub, profit and loss statement, or applicable documentation) and a letter explaining the reason you are unable to maintain the current monthly payment.

Fax completed package to (301) 696-4473 or mail to CitiMortgage, Department 0010, 5280 Corporate Drive, Frederick, MD 21702

Profit & Loss Statement

(Sample For Self Employed Clients)

Business or Client Name: _____

Date: From _____ to _____ (At least 3 months)

TO-DATE GROSS INCOME \$ _____
(Receipts / Revenues)

(LESS) EXPENSES

SALARIES / WAGES	\$ _____
BENEFITS	\$ _____
LEGAL / ACCOUNTING	\$ _____
ADVERTISING	\$ _____
CAR & TRUCK EXPENSE	\$ _____
OFFICE SUPPLIES	\$ _____
DEPRECIATION	\$ _____
DUES / SUBSCRIPTIONS	\$ _____
RENT	\$ _____
UTILITIES (TRIPLE NET LEASE?)	\$ _____
INSURANCE	\$ _____
TAXES & LICENSES	\$ _____
TRAVEL & MEALS	\$ _____
REPAIRS & MAINTENANCE	\$ _____
LICENSES & PERMITS	\$ _____
LOAN PAYMENTS	\$ _____
MISCELLANEOUS	\$ _____
OTHER EXPENSES	\$ _____
OTHER EXPENSES	\$ _____
TOTAL EXPENSES	\$ _____

YEAR TO DATE NET INCOME/LOSS \$ _____

Date

Seller Signature

Print Name

Seller Signature

Print Name

Copies of last 2 Pay Stubs

(I am / We are) unemployed and have no Pay-Stubs to provide.

Borrower:

Co-Borrower:

Copies of last 2 months Bank Statements

(I / We) no longer have a checking account, so (I am / we are) unable to provide any Bank Statements.

Borrower:

Co-Borrower:

Copies of last 2 Year Tax Returns

(I / We) have not done (my / our) taxes for the past 2 years, and (I / we) failed to file any extensions.

Borrower:

Co-Borrower:

9 Alternatives to Foreclosure

You may be facing foreclosure... so what are your options? Look at the situation more from a financial standpoint than an emotional standpoint. This way you can more successfully analyze which option best suits your needs and desires to move toward resolving your financial difficulty. One very important thing to remember: **Time is of the essence**. Think through your situation and then make a decision. Take action so you have time to complete the solution you choose. Your options include:

1. **Do Nothing:** If you do nothing, you most likely will lose the home at foreclosure auction. Loan applications generally ask if the applicant has ever been foreclosed upon. Credit reports also disclose this damaging information. Not the best option.
2. **Payoff/Refinance:** Completely paying off the entire loan amount plus any default amount and fees. Usually this is accomplished through a refinance of the debt. New debt is at a normally higher interest rate and there may be a prepayment penalty because of the recent default. With this option, there should be equity in the home.
3. **Reinstatement:** Paying the entire default amount plus interest, attorney fees, late fees, taxes, missed payments and fees.
4. **Loan Modification:** Utilizing the existing mortgage company to refinance the debt or extend the terms of the loan. This may allow the homeowner to catch up at a more affordable level. To qualify, you must prove to the lender you have fixed the problem that caused the late payment and you have the capability to make the new payment.
5. **Forbearance:** Lender may be able to arrange a repayment plan based on the homeowner's financial situation. The lender may even be able to provide a temporary payment reduction or suspension of payments. Information will be required from the borrower to show the lender you are able to meet the new payment plan requirements.
6. **Partial Claim:** A loan from the lender for a 2nd loan to include back payments, costs and fees.
7. **Deed in Lieu of Foreclosure:** Give the property back to the bank instead of the bank foreclosing. Banks generally require that the home be well-maintained, and all mortgage payments and taxes must be current. Most loan applications ask if this has ever happened. This has about the same impact on your credit as a foreclosure.
8. **Bankruptcy:** This option can liquidate debt and/or allow more time. We can refer you to a qualified attorney.
 - a. **Chapter 7 (Liquidation):** To completely settle personal debt.
 - b. **Chapter 13 (Wage Earner Plan):** Payments are made toward a plan to pay off debts in 3-5 years.
 - c. **Chapter 11 (Business Reorganization):** A business-debt solution.
9. **Sell the Home:** If the property has equity (money left after all loans and monetary encumbrances are paid), the homeowner may sell the home without lender approval through a conventional sale. In this case, the homeowner will get cash from the sale. On the other hand, a **Short Sale**, also known as a pre-foreclosure sale, can be negotiated with your lender by your Real Estate Professional if what is owed is MORE than the property's value. In these cases, your Real Estate Professional should be a Short Sale Specialist, preferably certified by Short Sale Genius.

I have read this form and understand that I have options and that there may be more than those listed above. I have been advised that I should consult an Attorney and CPA. I have chosen to use Guardian Financial Solutions to assist me in negotiating the Short Sale of my home.

Date: _____

Seller Signature

Print Name

Seller Signature

Print Name



GUARDIAN FINANCIAL SOLUTIONS

Tax & Legal Considerations

The California Legislature has found and declared that homeowner's whose homes are in foreclosure are often subject to fraudulent practices, deception and unfair dealings by home equity purchasers.

From the time foreclosure proceedings began and the scheduled foreclosure (sale) date, property owners are often induced into selling their homes through the use of schemes which often involve oral and written misrepresentations, deceit, intimidation and unreasonable commercial practices.

It is our intent, purpose and practice to support the intent and purpose of the laws governing transactions that involve properties in foreclosure.

You are hereby advised to seek the professional counsel of a competent legal and/or tax adviser to determine the legal and income tax consequences of this transaction (and any other transaction) to which you are a party.

None of the parties involved in this transaction, including Guardian Financial Solutions, the buyer's or seller's agents, the buyer or seller's broker, nor any other company, employee, representative, and the like, are engaged in, or qualified, to render legal or tax advice.

Date

Seller Signature

Print Name

Seller Signature

Print Name



Understanding Release of Lien vs. Settlement

During the short sale negotiation processes, our goal is to get the bank to agree to settle your debt in full for less than is owed. Oftentimes, banks are willing to comply with our request. However, their decision is based on many factors that include, but are not limited to:

- The original note verbiage (recourse vs. non-recourse loans)
- The type of loan transaction (purchase money vs. refinance)
- Total loss to the bank.
- Mortgage fraud when obtaining the loan
- True seller hardship

Again, there other factors considered.

If the bank will not agree to settle the debt in full, they may still agree to release the lien so you can sell the home. However, with the release of liens only, the lender still reserves the right to pursue you for the deficiency balance. If your current loan(s) were not purchase money (i.e., you've refinanced the loan since you purchased the house), were obtained via the use of income fraud or the original note/deed states that this is a recourse loan, there is a greater possibility of the lender agreeing to a Release of Lien only instead of a Settlement.

You will be given a copy of all bank approvals prior to closing escrow. Your authorization to close escrow will be required in addition to a signed acknowledgement confirming that you received and understood the bank's approval for the short sale. Please seek the advice of legal counsel and/or a tax consultant to make sure you fully understand and agree to the terms under which your bank approves the short sale.

By signing below, you hereby acknowledge that you have read and reviewed the information provided above. Moreover, you acknowledge that you understand the difference between a Release of Lien and a Settlement.

Date

Seller Signature

Print Name

Seller Signature

Print Name



Expectations and Timeline

Marketing your home:

Your home will be shown to traditional buyers and investors. During this process, your process may be shown several times a day in some cases.

The goal is to get the highest and best offer in the shortest time possible. Those viewing or calling to view your home have been instructed not to bother you with questions regarding the short sale so as to not put any additional stress on you.

The First Offer:

Once an offer is received on your property, the Listing Agent will schedule an appointment for you to come in and sign the Purchase Agreement (this should only take 5 minutes).

Although you do need to sign one offer, your property can attract multiple offers. All offers will be presented to you for review but you will not need to sign each and every offer we receive. Toward the end of the process, when the lender accepts an offer, you will need to sign that offer for your agent to open escrow.

The Process:

Once we have sent the offer to the lender(s), the actual Short Sale process can take anywhere from 4 weeks to 4 months. This timeline varies with each lender.

To keep you informed, we have developed a system that will enable you to get updates from us on a regular basis without actually having to call. First, you will be able to call anytime, day or night. The second way to get an update is to go to our website and click on your property address.

The website will be updated every Friday by 5pm. Because of the high volume of calls from prospects, clients, agents, escrow offices and lenders, it is almost impossible for us to respond to any calls on the same day. In many cases, we are not able to return calls personally, since we're spending most of our time negotiating a successful transaction with your lender(s).

Please understand that we do not intentionally wait to return phone calls and we do not ignore your messages. It is simply not possible to return all our own calls in a timely manner and still move forward to a successful transaction. For this reason, it is very important for you to use the website for updates each week.

After the lender reviews the Short Sale package, a BPO (Broker Price Opinion) will be ordered by the lender. This is similar to an appraisal, and once the lender receives their report, they usually will make a final decision shortly thereafter.

The lender orders the BPO/Home Valuation so they can figure out what their net proceeds will be (how much of a loss they will write off). Your property will remain "Active" or "Backup" status on the MLS until the lender accepts the offer.

Please be patient throughout this process. At times, you may feel things are going too slow, but remember, this is not a regular transaction and can take longer to complete.



GUARDIAN FINANCIAL SOLUTIONS

The Accepted Offer:

Once an offer has been approved by the lender, your agent will notify you that we are going to proceed to close the transaction.

The lender may demand to close escrow anywhere from 10 to 30 days, so be prepared. If the buyer does not close by the lender's deadline, the next highest bidder in line may be accepted.

** If the buyer(s) cannot perform and close on time, the lender may proceed with foreclosure, thus severing the opportunity for all parties involved to complete a successful transaction. **

The Close of Escrow:

You, as the seller, will be instructed to sign seller documents at the escrow office, or in front of a notary. Please bring with you your ID, all keys, garage-door openers, and a good attitude. We will celebrate your new freedom from this financial burden and stress.

Your Financial Freedom:

Keep all copies of the documents pertaining to this sale in a safe place.

Call your agent with your new forwarding address so they can keep in touch with you through the year and offer you assistance in preparing for future success.

To prepare for your re-entry to the housing market, try not to incur any new debt and try to keep low balances on any credit cards you may have. Maintain good consumer credit by not paying late on your currently active accounts.

Pay your rent by check or some other way that can be tracked to show evidence that you are paying on time. This will help you should you choose to purchase a new property in the future.

~~~~~

We hope this information helps you to keep stress at a minimum during this process and as you prepare for the future. We understand this decision may have been very difficult. With that in mind, we just want to remind you that the whole purpose of this transaction is to position you, or you and your family, for a healthier financial future, one that allows security and freedom.

Looking forward to working with you toward a successful transaction!

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Date: \_\_\_\_\_



**Making Home Affordable Program  
Request For Mortgage Assistance (RMA)**



If you are experiencing a financial hardship and need help, you must complete and submit this form along with other required documentation to be considered for foreclosure prevention options under the Making Home Affordable (MHA) Program. You must provide information about yourself and your intentions to either keep or transition out of your property; a description of the hardship that prevents you from paying your mortgage(s); information about **all** of your income, expenses and financial assets; whether you have declared bankruptcy; and information about the mortgage(s) on your principal residence and other single family real estate that you own. Finally, you will need to return to your loan servicer (1) this completed, signed and dated Request for Mortgage Assistance (RMA); and (2) completed and signed IRS Form 4506-T or 4506T-EZ; and (3) all required income documentation identified in Section 4.

**When you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this RMA is accurate and truthful.**

**SECTION 1: BORROWER INFORMATION**

| BORROWER                           |                          | CO-BORROWER                                         |                          |
|------------------------------------|--------------------------|-----------------------------------------------------|--------------------------|
| BORROWER'S NAME                    |                          | CO-BORROWER'S NAME                                  |                          |
| SOCIAL SECURITY NUMBER             | DATE OF BIRTH (MM/DD/YY) | SOCIAL SECURITY NUMBER                              | DATE OF BIRTH (MM/DD/YY) |
| 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                    |                          | MAILING ADDRESS (IF SAME AS BORROWER, WRITE "SAME") |                          |
| EMAIL ADDRESS                      |                          | EMAIL ADDRESS                                       |                          |

|                                                                                                               |                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Has any borrower filed for bankruptcy? <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 | Is any borrower a servicemember? <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                             |
| Filing Date: _____ Bankruptcy case number: _____                                                              | Have you recently been deployed away from your principal residence or recently received a permanent change of station order? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No                 |                                                                                                                                                                                       |

How many single family properties other than your principal residence do you and/or any co-borrower(s) own individually, jointly, or with others? \_\_\_\_\_

Has the mortgage on your principal residence ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification?  Yes  No

Has the mortgage on any other property that you or any co-borrower own had a permanent HAMP modification?  Yes  No If "Yes", how many? \_\_\_\_\_

Are you or any co-borrower currently in or being considered for a HAMP trial period plan on a property other than your principal residence?  Yes  No

**SECTION 2: HARDSHIP AFFIDAVIT**

I (We) am/are requesting review under MHA.

I am having difficulty making my monthly payment because of financial difficulties created by (check all that apply):

|                                                                                                                                                                                                               |                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> My household income has been reduced. For example: reduced pay or hours, decline in business or self employment earnings, death, disability or divorce of a borrower or co-borrower. | <input type="checkbox"/> My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.                    |
| <input type="checkbox"/> My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes.                 | <input type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time. |
| <input type="checkbox"/> I am unemployed and (a) I am receiving/will receive unemployment benefits or (b) my unemployment benefits ended less than 6 months ago.                                              | Other: _____                                                                                                                                                                       |

Explanation (continue on a separate sheet of paper if necessary):

### SECTION 3: PRINCIPAL RESIDENCE INFORMATION

(This section is required even if you are not seeking mortgage assistance on your principal residence)

I am requesting mortgage assistance with my principal residence  Yes  No

If "yes", I want to:  Keep the property  Sell the property

Property Address: \_\_\_\_\_ Loan I.D. Number: \_\_\_\_\_

Other mortgages or liens on the property?  Yes  No Lien Holder / Servicer Name: \_\_\_\_\_ Loan I.D. Number: \_\_\_\_\_

Do you have condominium or homeowner association (HOA) fees?  Yes  No If "Yes", Monthly Fee \$ \_\_\_\_\_ Are fees paid current?  Yes  No

Name and address that fees are paid to: \_\_\_\_\_

Does your mortgage payment include taxes and Insurance?  Yes  No If "No", are the taxes and insurance paid current?  Yes  No

Annual Homeowner's Insurance \$ \_\_\_\_\_

Is the property listed for sale?  Yes  No If "Yes", Listing Agent's Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

List date? \_\_\_\_\_ Have you received a purchase offer?  Yes  No Amount of Offer \$ \_\_\_\_\_ Closing Date: \_\_\_\_\_

**Complete this section ONLY if you are requesting mortgage assistance with a property that is not your principal residence.**

Principal residence servicer name: \_\_\_\_\_ Principal residence servicer phone number: \_\_\_\_\_

Is the mortgage on your principal residence paid?  Yes  No if "No", number of months your payment is past due (if known): \_\_\_\_\_

### SECTION 4: COMBINED INCOME AND EXPENSE OF BORROWER AND CO-BORROWER

| Monthly Household Income                     |           | Monthly Household Expenses/Debt<br>(*Principal Residence Expense Only) |           | Household Assets                                    |           |
|----------------------------------------------|-----------|------------------------------------------------------------------------|-----------|-----------------------------------------------------|-----------|
| Monthly Gross wages                          | \$        | First Mortgage Principal & Interest Payment*                           | \$        | Checking Account(s)                                 | \$        |
| Overtime                                     | \$        | Second Mortgage Principal & Interest Payment*                          | \$        | Checking Account(s)                                 | \$        |
| Self employment Income                       | \$        | Homeowner's Insurance*                                                 | \$        | Savings / Money Market                              | \$        |
| Unemployment Income                          | \$        | Property Taxes*                                                        | \$        | CDs                                                 | \$        |
| Untaxed Social Security / SSD                | \$        | HOA/Condo Fees*                                                        | \$        | Stocks / Bonds                                      | \$        |
| Food Stamps/Welfare                          | \$        | Credit Cards/Installment debt (total min. payment)                     | \$        | Other Cash on Hand                                  | \$        |
| Taxable Social Security or retirement income | \$        | Child Support / Alimony                                                | \$        |                                                     |           |
| Child Support / Alimony**                    | \$        | Car Payments                                                           | \$        |                                                     |           |
| Tips, commissions, bonus and overtime        | \$        | Mortgage Payments other properties****                                 | \$        |                                                     |           |
| Gross Rents Received ***                     | \$        | Other                                                                  | \$        | Value of all Real Estate except principal residence | \$        |
| Other                                        | \$        |                                                                        |           | Other                                               | \$        |
| <b>Total (Gross income)</b>                  | <b>\$</b> | <b>Total Debt/Expenses</b>                                             | <b>\$</b> | <b>Total Assets</b>                                 | <b>\$</b> |

\*\* Alimony, child support or separate maintenance income need not be disclosed if you do not choose to have it considered for repaying your mortgage debt.

\*\*\* Include rental income received from all properties you own EXCEPT a property for which you are seeking mortgage assistance in Section 6.

\*\*\*\* Include mortgage payments on all properties you own EXCEPT your principal residence and the property for which you are seeking mortgage assistance in Section 6.



### Required Income Documentation

(Your servicer may request additional documentation to complete your evaluation for MHA)

|                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| All Borrowers                                                                                                                           | <input type="checkbox"/> Include a signed IRS Form 4506-T or 4506T-EZ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <input type="checkbox"/> Do you earn a wage?<br>Borrower Hire Date (MM/DD/YY) _____<br>Co-borrower Hire Date (MM/DD/YY) _____           | <input type="checkbox"/> For each borrower who is a salaried employee or hourly wage earner, provide the most recent pay stub(s) that reflects at least 30 days of year-to-date income.                                                                                                                                                                                                                                                                                                                                                                                |
| <input type="checkbox"/> Are you self-employed?                                                                                         | <input type="checkbox"/> Provide your most recent signed and dated quarterly or year-to date profit and loss statement.                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <input type="checkbox"/> Do you receive tips, commissions, bonuses, housing allowance or overtime?                                      | <input type="checkbox"/> Describe the type of income, how frequently you receive the income and third party documentation describing the income (e.g., employment contracts or printouts documenting tip income).                                                                                                                                                                                                                                                                                                                                                      |
| <input type="checkbox"/> Do you receive social security, disability, death benefits, pension, public assistance or adoption assistance? | <input type="checkbox"/> Provide documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider and receipt of payment (such as two most recent bank statements or deposit advices).                                                                                                                                                                                                                                                                                             |
| <input type="checkbox"/> Do you receive alimony, child support, or separation maintenance payments?                                     | <input type="checkbox"/> Provide a copy of the divorce decree, separation agreement, or other written legal agreement filed with the court that states the amount of the payments and the period of time that you are entitled to receive them. AND<br><br><input type="checkbox"/> Copies of your two most recent bank statements or deposit advices showing you have received payment.<br><br><b>Notice: Alimony, child support or separate maintenance income need not be disclosed if you do not choose to have it considered for repaying your mortgage debt.</b> |
| <input type="checkbox"/> Do you have income from rental properties that are not your principal residence?                               | <input type="checkbox"/> Provide your most recent Federal Tax return with all schedules, including Schedule E.<br><br><input type="checkbox"/> If rental income is not reported on Schedule E, provide a copy of the current lease agreement with bank statements showing deposit of rent checks.                                                                                                                                                                                                                                                                      |

### SECTION 5: OTHER PROPERTIES OWNED

(You must provide information about all properties that you or the co-borrower own, other than your principal residence and any property described in Section 6 below. Use additional sheets if necessary.)

#### Other Property #1

Property Address: \_\_\_\_\_ Loan I.D. Number: \_\_\_\_\_

Servicer Name: \_\_\_\_\_ Mortgage Balance \$ \_\_\_\_\_ Current Value \$ \_\_\_\_\_

Property is:  Vacant  Second or seasonal home  Rented Gross Monthly Rent \$ \_\_\_\_\_ Monthly mortgage payment\* \$ \_\_\_\_\_

#### Other Property #2

Property Address: \_\_\_\_\_ Loan I.D. Number: \_\_\_\_\_

Servicer Name: \_\_\_\_\_ Mortgage Balance \$ \_\_\_\_\_ Current Value \$ \_\_\_\_\_

Property is:  Vacant  Second or seasonal home  Rented Gross Monthly Rent \$ \_\_\_\_\_ Monthly mortgage payment\* \$ \_\_\_\_\_

#### Other Property #3

Property Address: \_\_\_\_\_ Loan I.D. Number: \_\_\_\_\_

Servicer Name: \_\_\_\_\_ Mortgage Balance \$ \_\_\_\_\_ Current Value \$ \_\_\_\_\_

Property is:  Vacant  Second or seasonal home  Rented Gross Monthly Rent \$ \_\_\_\_\_ Monthly mortgage payment\* \$ \_\_\_\_\_

\* The amount of the monthly payment made to your lender – including, if applicable, monthly principal, interest, real property taxes and insurance premiums..

**SECTION 6: OTHER PROPERTY FOR WHICH ASSISTANCE IS REQUESTED**

(Complete this section **ONLY** if you are requesting mortgage assistance with a property that is not your principal residence.)

I am requesting mortgage assistance with a rental property .  Yes  No

I am requesting mortgage assistance with a second or seasonal home .  Yes  No

If "Yes" to either, I want to:  Keep the property  Sell the property

Property Address: \_\_\_\_\_ Loan I.D. Number: \_\_\_\_\_

Do you have a second mortgage on the property  Yes  No If "Yes", Servicer Name: \_\_\_\_\_ Loan I.D. Number: \_\_\_\_\_

Do you have condominium or homeowner association (HOA) fees?  Yes  No If "Yes", Monthly Fee \$ \_\_\_\_\_ Are HOA fees paid current?  Yes  No

Name and address that fees are paid to: \_\_\_\_\_

Does your mortgage payment include taxes and insurance?  Yes  No If "No", are the taxes and insurance paid current?  Yes  No

Annual Homeowner's Insurance \$ \_\_\_\_\_ Annual Property Taxes \$ \_\_\_\_\_

- If requesting assistance with a rental property, property is currently:
- Vacant and available for rent.
  - Occupied without rent by your legal dependent, parent or grandparent as their principal residence.
  - Occupied by a tenant as their principal residence.
  - Other \_\_\_\_\_

If rental property is occupied by a tenant: Term of lease / occupancy \_\_\_\_/\_\_\_\_/\_\_\_\_ -- \_\_\_\_/\_\_\_\_/\_\_\_\_ Gross Monthly Rent \$ \_\_\_\_\_  
MM / DD / YYYY MM / DD / YYYY

If rental property is vacant, describe efforts to rent property: \_\_\_\_\_  
\_\_\_\_\_

If applicable, describe relationship of and duration of non-rent paying occupant of rental property: \_\_\_\_\_  
\_\_\_\_\_

Is the property for sale?  Yes  No If "Yes", Listing Agent's Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

List date? \_\_\_\_\_ Have you received a purchase offer?  Yes  No Amount of Offer \$ \_\_\_\_\_ Closing Date: \_\_\_\_\_

**RENTAL PROPERTY CERTIFICATION**

(You must complete this certification if you are requesting a mortgage modification with respect to a rental property.)

By checking this box and initialing below, I am requesting a mortgage modification under MHA with respect to the rental property described in this Section 6 and I hereby certify under penalty of perjury that each of the following statements is true and correct with respect to that property:

1. I intend to rent the property to a tenant or tenants for at least five years following the effective date of my mortgage modification. I understand that the servicer, the U.S. Department of the Treasury, or their respective agents may ask me to provide evidence of my intention to rent the property during such time. I further understand that such evidence must show that I used reasonable efforts to rent the property to a tenant or tenants on a year-round basis, if the property is or becomes vacant during such five-year period.

Note: The term "reasonable efforts" includes, without limitation, advertising the property for rent in local newspapers, websites or other commonly used forms of written or electronic media, and/or engaging a real estate or other professional to assist in renting the property, in either case, at or below market rent.

2. The property is not my secondary residence and I do not intend to use the property as a secondary residence for at least five years following the effective date of my mortgage modification. I understand that if I do use the property as a secondary residence during such five-year period, my use of the property may be considered to be inconsistent with the certifications I have made herein.

Note: The term "secondary residence" includes, without limitation, a second home, vacation home or other type of residence that I personally use or occupy on a part-time, seasonal or other basis.

3. I do not own more than five (5) single-family homes (i.e., one-to-four unit properties) (exclusive of my principal residence).

**Notwithstanding the foregoing certifications, I may at any time sell the property, occupy it as my principal residence, or permit my legal dependent, parent or grandparent to occupy it as their principal residence with no rent charged or collected, none of which will be considered to be inconsistent with the certifications made herein.**

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

Initials: Borrower \_\_\_\_\_ Co-borrower \_\_\_\_\_



**SECTION 7: 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 respective 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 RMA is received by your servicer.

**SECTION 8: 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 <input type="checkbox"/> I do not wish to furnish this information                                                                                                                                                                                     | CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information                                                                                                                                                                                  |
| Ethnicity: <input type="checkbox"/> Hispanic or Latino<br><input type="checkbox"/> Not Hispanic or Latino                                                                                                                                                       | Ethnicity: <input type="checkbox"/> Hispanic or Latino<br><input type="checkbox"/> Not Hispanic or Latino                                                                                                                                                       |
| Race: <input type="checkbox"/> American Indian or Alaska Native<br><input type="checkbox"/> Asian<br><input type="checkbox"/> Black or African American<br><input type="checkbox"/> Native Hawaiian or Other Pacific Islander<br><input type="checkbox"/> White | Race: <input type="checkbox"/> American Indian or Alaska Native<br><input type="checkbox"/> Asian<br><input type="checkbox"/> Black or African American<br><input type="checkbox"/> Native Hawaiian or Other Pacific Islander<br><input type="checkbox"/> White |
| Sex: <input type="checkbox"/> Female<br><input type="checkbox"/> Male                                                                                                                                                                                           | Sex: <input type="checkbox"/> Female<br><input type="checkbox"/> Male                                                                                                                                                                                           |

| To be completed by interviewer                                                                                                                                                            |                                                                                                                                                                                 | Name/Address of Interviewer's Employer |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| This request was taken by:<br><input type="checkbox"/> Face-to-face Interview<br><input type="checkbox"/> Mail<br><input type="checkbox"/> Telephone<br><input type="checkbox"/> Internet | Interviewer's Name (print or type) & ID Number<br><hr/> Interviewer's Signature <span style="float: right;">Date</span><br><hr/> Interviewer's Phone Number (include area code) |                                        |

**SECTION 9: BORROWER AND CO-BORROWER ACKNOWLEDGEMENT AND AGREEMENT**

1. I certify that all of the information in this RMA 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, the U.S. Department of the Treasury, the owner or guarantor of my mortgage loan, or their respective agents 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 authorize and give permission to the Servicer, the U.S. Department of the Treasury, and their respective agents, to assemble and use a current consumer report on all borrowers obligated on the loan, to investigate each borrower's eligibility for MHA and the accuracy of my statements and any documentation that I provide in connection with my request for assistance. I understand that these consumer reports may include, without limitation, a credit report, and be assembled and used at any point during the application process to assess each borrower's eligibility thereafter.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or if it is determined that any of my statements or any information contained in the documentation that I provide are materially false and that I was ineligible for assistance under MHA, the Servicer, the U.S. Department of the Treasury, or their respective agents may terminate my participation in MHA, including any right to future benefits and incentives that otherwise would have been available under the program, and also may seek other remedies available at law and in equity, such as recouping any benefits or incentives previously received.
5. I certify that any property for which I am requesting assistance is a habitable residential property that is not subject to 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 the information I provide 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. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
9. If I am eligible for assistance under MHA, and I accept and agree to all terms of an MHA notice, plan, or agreement, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such notice, plan, or agreement by reference as if set forth therein in full. My first timely payment, if required, following my servicer's determination and notification of my eligibility or prequalification for MHA assistance will serve as my acceptance of the terms set forth in the notice, plan, or agreement sent to me.
10. I understand that my Servicer will collect and record personal information that I submit in this RMA and during the evaluation process, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, 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 MHA notice, plan or agreement to the U.S. Department of the Treasury and its agents, Fannie Mae and Freddie Mac in connection with their responsibilities under MHA, companies that perform support services in conjunction with MHA, any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) and to any HUD-certified housing counselor.
11. I consent to being contacted concerning this request for mortgage assistance at any e-mail address or cellular or mobile telephone number I have provided to the Servicer. This includes text messages and telephone calls to my cellular or mobile telephone.

The undersigned certifies 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



## HOMEOWNER'S HOTLINE

If you have questions about this document or the Making Home Affordable Program, please call your servicer.  
If you have questions 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 of your property, 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 my Servicer 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.sig tarp.gov](http://www.sig tarp.gov) and provide them with your name, our name as your servicer, your property address, loan number and the reason for escalation. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.

### **Beware of Foreclosure Rescue Scams. Help is FREE!**

- **There is never a fee to get assistance or information about the Making Home Affordable Program from your lender or a HUD-approved housing counselor.**
- **Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.**
- **Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.**
- **Never make your mortgage payments to anyone other than your mortgage company without their approval.**



# Request for Transcript of Tax Return

▶ Request may be rejected if the form is incomplete or illegible.

**Tip.** Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can also call 1-800-829-1040 to order a transcript. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

|                                                                                    |                                                                                                           |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| <b>1a</b> Name shown on tax return. If a joint return, enter the name shown first. | <b>1b</b> First social security number on tax return or employer identification number (see instructions) |
| <b>2a</b> If a joint return, enter spouse's name shown on tax return.              | <b>2b</b> Second social security number if joint tax return                                               |

**3** Current name, address (including apt., room, or suite no.), city, state, and ZIP code

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**4** Previous address shown on the last return filed if different from line 3

**5** If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

**Caution.** If the transcript is being mailed to a third party, ensure that you have filled in line 6 and line 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy.

**6** **Transcript requested.** Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶ \_\_\_\_\_

- a** **Return Transcript**, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days . . . . .
- b** **Account Transcript**, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days. . . . .
- c** **Record of Account**, which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days . . . . .
- 7** **Verification of Nonfiling**, which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days . . . . .
- 8** **Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.** The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2007, filed in 2008, will not be available from the IRS until 2009. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days . . . . .

**Caution.** If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

**9** **Year or period requested.** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

\_\_\_\_\_

**Signature of taxpayer(s).** I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, **either** husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of signature date.

|                  |                                                                          |      |                                               |
|------------------|--------------------------------------------------------------------------|------|-----------------------------------------------|
| <b>Sign Here</b> | Signature (see instructions)                                             | Date | Telephone number of taxpayer on line 1a or 2a |
|                  | Title (if line 1a above is a corporation, partnership, estate, or trust) |      |                                               |
|                  | Spouse's signature                                                       | Date |                                               |
|                  |                                                                          |      |                                               |

## General Instructions

**Purpose of form.** Use Form 4506-T to request tax return information. You can also designate a third party to receive the information. See line 5.

**Tip.** Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

**Where to file.** Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different RAVS teams, send your request to the team based on the address of your most recent return.

**Automated transcript request.** You can call 1-800-829-1040 to order a transcript through the automated self-help system. Follow prompts for "questions about your tax account" to order a tax return transcript.

### Chart for individual transcripts (Form 1040 series and Form W-2)

| If you filed an individual return and lived in:                                                                                                                                                                                       | Mail or fax to the "Internal Revenue Service" at:                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Florida, Georgia, North Carolina, South Carolina                                                                                                                                                                                      | RAIVS Team<br>P.O. Box 47-421<br>Stop 91<br>Doraville, GA 30362<br><br>770-455-2335 |
| Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address                                                                                                                           | RAIVS Team<br>Stop 6716 AUSC<br>Austin, TX 73301<br><br>512-460-2272                |
| Alaska, Arizona, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming | RAIVS Team<br>Stop 37106<br>Fresno, CA 93888<br><br>559-456-5876                    |
| Arkansas, Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia                              | RAIVS Team<br>Stop 6705 P-6<br>Kansas City, MO 64999<br><br>816-292-6102            |

### Chart for all other transcripts

| If you lived in or your business was in:                                                                                                                                                                                                                                                                                      | Mail or fax to the "Internal Revenue Service" at:                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address | RAIVS Team<br>P.O. Box 9941<br>Mail Stop 6734<br>Ogden, UT 84409<br><br>801-620-6922     |
| Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia, Wisconsin                                               | RAIVS Team<br>P.O. Box 145500<br>Stop 2800 F<br>Cincinnati, OH 45250<br><br>859-669-3592 |

**Line 1b.** Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Line 6.** Enter only one tax form number per request.

**Signature and date.** Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected.

**Individuals.** Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Corporations.** Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

**Partnerships.** Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

**All others.** See Internal Revenue Code section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form**, 10 min.; **Preparing the form**, 12 min.; and **Copying, assembling, and sending the form to the IRS**, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where to file* on this page.