

SHORT PAYOFF REQUEST -- FHA

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Account No.: \_\_\_\_\_

FHA Case #: \_\_\_\_\_

Property Address: \_\_\_\_\_  
\_\_\_\_\_

Re: **FHA Pre-Foreclosure Sale  
Request For Information**

**IMPORTANT MESSAGE ABOUT YOUR LOAN**

You have asked us about a proposed sale of your property (the "Property") that would yield proceeds that are less than the full amount of the debt owed by you under your home Loan (the "Loan"). A sale such as this is commonly known as a "Short Payoff" or a "Pre-foreclosure Sale."

As you know, your Loan is an FHA insured Loan. The eligibility requirements for a Pre-foreclosure Sale on an FHA Loan include the following:

- The Property must be owner occupied or, if rented, you must provide supporting documentation showing that the renting of your Property was unavoidable and not done voluntarily.
- You can only have one FHA insured Loan.
- Your Loan must be past due for 2 or more payments. The reason for your default must be documented as unavoidable and/or involuntary. *If you have the ability to make your mortgage payments, you are ineligible for the Pre-foreclosure Sale program.*
- Prior to closing the Pre-foreclosure Sale transaction, any additional liens against this property must be released. In addition, prior to closing, the lienholder(s) must be willing to submit a written statement to Bank of America regarding the purpose of their lien and their intent to release their lien, and they must provide proof of recording the release of their lien.
- In the enclosed materials, you are advised of your rights to apply for a repayment or forbearance plan with Bank of America. *The Pre-foreclosure Sale program is only available to you when these alternative workout arrangements have been offered to you, considered, and rejected by you.*

**Even if any of the requirements noted above have not been met, you still may apply for the Pre-foreclosure Sale program. A determination may need to be sought by Bank of America and approved by the Department of Housing and Urban Development ("HUD") in order for Bank of America to process your request.**

In order for Bank of America to process your request for a Pre-foreclosure Sale, Bank of America first must obtain the items set forth in the attached checklist. The materials should be sent to Bank of America as follows:

**Send Via Fax:**  
**Attention:**

**Send Via Email to:**

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**WHAT THIS MEANS**

Please note that our evaluation of this matter is based on the information you provide. Therefore, your request will not be considered unless all of the documentation and information that we have requested has been received. All responsible parties on the Loan must provide all of the information and documentation that we have requested, even those parties who do not live at the property or do not make the monthly payments. If you cannot provide us with any particular item, please note the reason that it is unavailable in the documentation that you send to us.

As you may know, your Loan was previously sold to an investor ("Investor"). Bank of America Home Loans, Inc. ("Bank of America") services your Loan on behalf of the Investor. In addition, your Loan is an FHA insured loan. As such, Bank of America may need to obtain HUD's approval prior to approving your request for assistance.

Please be advised that it takes substantial time to review and consider a request for a Pre-foreclosure Sale due to the need to evaluate the information submitted and to prepare the necessary paperwork. In order to process your Pre-foreclosure Sale request, Bank of America may require additional information from you about the proposed sale, the Property and/or the parties involved. **THE PROCESS FOR REVIEWING A PRE-FORECLOSURE SALE WILL TAKE A MINIMUM OF TEN (10) TO FOURTEEN (14) BUSINESS DAYS FROM THE DATE ALL NECESSARY MATERIALS ARE RECEIVED, AND MAY TAKE LONGER IF HUD REVIEWS YOUR REQUEST.** If Bank of America determines that you do not meet the program parameters, we may establish contact with the local HUD office to determine our next course of action, when required. This will result in additional delays. Bank of America appreciates your patience during this review period.

Please note that Bank of America in no way guarantees that your request for a Pre-foreclosure Sale will be approved. Please also note that if your Loan is delinquent currently, Bank of America will continue with any and all collection and/or foreclosure action concerning your Loan. Such action will not be suspended or canceled under any circumstances unless and until Bank of America specifically agrees in writing to suspend or cancel such action, or unless your Loan is fully reinstated or paid off. **Therefore, if your Loan is in foreclosure, a scheduled foreclosure sale will be conducted by Bank of America unless Bank of America specifically agrees in writing to suspend or cancel the foreclosure sale, or unless your Loan is fully reinstated or paid off in accordance with your Loan documents and applicable law prior to the scheduled foreclosure sale.** Bank of America will not consider entering into any such agreement until it first receives all the information it requires. Accordingly, please provide the requested information as quickly as possible.

Finally, if your Loan is delinquent, Bank of America will continue to report all delinquencies to the credit reporting agencies until your Loan is brought fully current under your Loan documents.

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**WHAT YOU NEED TO DO**

Please provide the requested information as quickly as possible.

Should you have any questions, please do not hesitate to contact the Home Retention Department at 1-800-669-0102. When calling our office, please reference your Loan number.

Sincerely,

Home Retention Department

**PRE-FORECLOSURE SALE DOCUMENTATION REQUIRED**

Your workout package cannot be reviewed until we receive ALL of the following items. Each item must be fully completed, signed (when necessary), with your Loan number printed clearly on each separate piece of documentation.

All parties responsible on the Loan must provide the following information and documentation:

1. A letter, **signed and dated** by all parties on the Loan, describing your financial situation and requesting a Pre-foreclosure Sale. Please indicate whether any of the information that we have requested below is unavailable, and explain why the information is unavailable. At the beginning of your letter please be sure that you include your **DAY & EVENING NUMBERS & SOCIAL SECURITY NUMBERS FOR ALL PARTIES ON THE LOAN.**
2. The signed *ORIGINAL* Authorization and Acknowledgment (enclosed form).
3. **The completed, signed and dated ORIGINALS** of Borrower Request for Hardship Assistance
4. The signed *ORIGINAL* of the Negotiation Agreement (enclosed form). Please read this document carefully before signing.
5. If you would like Bank of America to discuss your request for a Pre-foreclosure Sale of your property with a third party acting on your behalf, please sign and return the *ORIGINAL* Authorization Form (enclosed form).
6. Documentation supporting your financial difficulties. (Examples: divorce papers, military transfer papers, termination papers from former employer, copies of medical bills, etc.). **DO NOT SEND ORIGINALS.**
7. Copies of your *most recent 2 months* of income receipts (pay stubs). If self-employed, you must provide your *last 2 quarters* of profit & loss statements. **DO NOT SEND ORIGINALS.**
8. A Purchase contract, signed by the buyer and seller, which contains language that the sale is contingent upon the seller obtaining Bank of America's approval. Also please be advised that when participating in the FHA short sale program, the maximum seller concession that HUD will allow is 1% only if the buyer is getting an FHA loan. If there is more than one purchase contract, the seller may only submit **ONE** offer to Bank of America for review.
9. The current listing agreement. Your listing agreement with your Agent/Broker **must** contain the following language: *"Seller may cancel this agreement prior to the ending date of the listing period without advance notice to the broker, and without payment of a commission or any other consideration if the property is conveyed to the mortgage insurer or the mortgage holder."*
10. A statement of the seller's closing costs or a HUD-1 settlement statement. The figures in these statements must be accurate, as Bank of America's approval will be based, in part, on the figures submitted with the package. Please note that the **maximum commission paid on a short sale is limited to 6%**, with the exception of the State of Washington which may be less
11. All other lien holders must provide written notice of their willingness to release their liens prior to Bank of America issuing an approval letter for the pre-foreclosure sale. In most cases, no proceeds will be given to any other lien holders to release their lien.
12. Please provide us with your contact name & phone number for us to be able to gain access to the property to perform an FHA appraisal. Please be advised that HUD requires that all utilities be on in the property in order for the appraisal to be completed.

Please write your Loan number on **EVERY** single item that you return to Bank of America.

**SEE THE REVERSE SIDE OF THIS DOCUMENT FOR IMPORTANT ITEMS THAT YOU SHOULD KNOW ABOUT A PRE-FORECLOSURE SALE**

## IMPORTANT ITEMS THAT THE CURRENT HOMEOWNER SHOULD KNOW

- Any documents that you submit to Bank of America in connection with your request will not be returned to you.
- You must actively market the property and maintain it in an acceptable and marketable condition.
- A monetary contribution from you may be required.
- During our review of your request for a Pre-foreclosure Sale of your Property, you are not released from any obligations under your Note and Security Instrument, including the obligation of making your mortgage payments.
- If your Loan is delinquent, Bank of America will continue to report all delinquencies to all respective credit reporting agencies until your Loan is brought fully current. In addition, while reviewing your request for a Pre-foreclosure Sale of your Property, Bank of America will commence or continue, as the case may be, foreclosure proceedings concerning your property, and may take such other action as is permitted by law, unless Bank of America agrees in writing to suspend or cancel such action, or unless your Loan is paid off or brought current.
- **Upon the closing of a Pre-foreclosure Sale transaction, your account will be reported to the credit reporting agencies as "settled".**
- Should a Pre-foreclosure Sale transaction close, an IRS form 1099 (c) will be filed pursuant to current FHA and IRS guidelines. Should you have any questions concerning the tax consequences that may arise out of a Pre-foreclosure Sale transaction, you should seek independent tax advice. Bank of America will not advise you regarding such tax consequences, if any.
- **Should your request not meet the required parameters, you will be responsible for all fees incurred for processing your request and/or valuing the property, if any.**
- Your listing agreement with your Agent/Broker **must** contain the following language: *"Seller may cancel this agreement prior to the ending date of the listing period without advance notice to the broker, and without payment of a commission or any other consideration if the property is conveyed to the mortgage insurer or the mortgage holder."*
- Please note that the **maximum commission paid on a short sale is limited to 6%**, with the exception of the State of Washington which may be less.

Account No.: \_\_\_\_\_  
Borrower Name: \_\_\_\_\_  
FHA Case #: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
\_\_\_\_\_

### AUTHORIZATION AND ACKNOWLEDGMENT

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

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

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

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

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BORROWER:

CO-BORROWER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

**AUTHORIZATION FORM**

Account No.: \_\_\_\_\_

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

My Designated Agents are: \_\_\_\_\_  
(insert name)

\_\_\_\_\_  
(insert name)

\_\_\_\_\_  
(insert name)

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

\_\_\_\_\_  
Borrower

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

\_\_\_\_\_  
Co-Borrower

# Request For Pre-Foreclosure Sale and Affidavit for FHA

▶ Loan I.D. Number \_\_\_\_\_

▶ Servicer \_\_\_\_\_

BORROWER		CO-BORROWER	
Borrower's name		Co-borrower's name	
Social Security number	Date of birth	Social Security number	Date of birth
Home phone number with area code		Home phone number with area code	
Cell or work number with area code		Cell or work number with area code	

<b>I want to:</b>	<input type="checkbox"/> Keep the Property	<input type="checkbox"/> Sell the Property
<b>The property is my:</b>	<input type="checkbox"/> Primary Residence	<input type="checkbox"/> Second Home <input type="checkbox"/> Investment
<b>The property is:</b>	<input type="checkbox"/> Owner Occupied	<input type="checkbox"/> Renter Occupied <input type="checkbox"/> Vacant

Mailing address			
Property address (if same as mailing address, just write same)	E-mail address		
<b>Is the property listed for sale?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Have you received an offer on the property?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Date of offer</b> _____ <b>Amount of offer \$</b> _____ <b>Agent's Name:</b> _____ <b>Agent's Phone Number:</b> _____ <b>For Sale by Owner?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Have you contacted a credit-counseling agency for help</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, please complete the following:</b> <b>Counselor's Name:</b> _____ <b>Agency Name:</b> _____ <b>Counselor's Phone Number:</b> _____ <b>Counselor's E-mail:</b> _____		
<b>Who pays the real estate tax bill on your property?</b> <input type="checkbox"/> I do <input type="checkbox"/> Lender does <input type="checkbox"/> Paid by condo or HOA <b>Are the taxes current?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Condominium or HOA Fees</b> <input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____ <b>Paid to:</b> _____	<b>Who pays the hazard insurance premium for your property?</b> <input type="checkbox"/> I do <input type="checkbox"/> Lender does <input type="checkbox"/> Paid by Condo or HOA <b>Is the policy current?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Name of Insurance Co.:</b> _____ <b>Insurance Co. Tel #:</b> _____		
<b>Have you filed for bankruptcy?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes:</b> <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 <b>Filing Date:</b> _____ <b>Has your bankruptcy been discharged?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Bankruptcy case number</b> _____			
<b>Additional Liens/Mortgages or Judgments on this property:</b>			
Lien Holder's Name/Servicer	Balance	Contact Number	Loan Number

## HARDSHIP AFFIDAVIT

I (We) am/are requesting review under the National Home Retention program.  
 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: unemployment, underemployment, reduced pay or hours, decline in business 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"/> Other:	
Explanation (continue on back of page 3 if necessary): _____	
_____	



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

Number of People in Household:

Monthly Household Income		Monthly Household Expenses/Debt		Monthly Household Expenses/Debt	
Monthly Net Income	\$	First Mortgage Payment	\$	Church	\$
Overtime	\$	Second Mortgage Payment	\$	Education	\$
Child Support / Alimony / Separation <sup>2</sup>	\$	Insurance (home, auto, other)	\$	Pet Expenses	\$
Social Security/SSDI	\$	Property Taxes	\$	Spending Money	\$
Other monthly income from pensions, annuities or retirement plans	\$	Credit Cards / Installment Loan(s) (total minimum payment per month)	\$	Other Please specify	\$
Tips, commissions, bonus and self-employed income	\$	Alimony, child support payments	\$	Other Please specify	\$
Rents Received	\$	Net Rental Expenses	\$	Other Please specify	\$
Unemployment Income	\$	HOA/Condo Fees/Property Maintenance	\$	Other Please specify	\$
Food Stamps/Welfare	\$	Car Payments, maintenance, gas	\$	Other Please specify	\$
Other (investment income, royalties, interest, dividends etc.)	\$	Grocery/Food/etc...	\$	Other Please specify	\$
<b>Total (Net Income)</b>	<b>\$</b>			<b>Total Debt/Expenses</b>	<b>\$</b>

Household Assets	
Checking Account(s)	\$
Checking Account(s)	\$
Savings/ Money Market	\$
CDs	\$
Stocks / Bonds	\$
Other Cash on Hand	\$
Other Real Estate (estimated value)	\$
Other _____	\$
Other _____	\$
Do not include the value of life insurance or retirement plans when calculating assets (401k, pension funds, annuities, IRAs, Keogh plans, etc.)	
<b>Total Assets</b>	<b>\$</b>

**INCOME MUST BE DOCUMENTED**

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

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

**ACKNOWLEDGEMENT AND AGREEMENT*****I certify under penalty of perjury:***

1. That all of the information in this document is truthful and the event(s) identified on page 1 is/are the reason that I need to request a pre-foreclosure sale, short sale or deed-in-lieu of foreclosure.
2. I understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
3. That: my property is owner-occupied; I intend to reside in this property for the next twelve months; I have not received a condemnation notice; and there has been no change in the ownership of the Property since I signed the documents for the mortgage that I want to modify.
4. I am willing to provide all requested documents and to respond to all Servicer questions in a timely manner.
5. I understand that the Servicer will use the information in this document to evaluate my eligibility for a pre-foreclosure sale or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me assistance based solely on the statements in this document.

▶ \_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

▶ \_\_\_\_\_  
Co-Borrower Signature

\_\_\_\_\_  
Date

*Seller Information and Occupancy Certification*

<b>Seller Full Name</b>	
<b>Seller Full Name</b>	
<b>Seller Contact Phone #</b>	
<b>Seller Contact Phone #</b>	
<b>Seller Mailing Address</b>	
<b>Seller Email (if applicable)</b>	

Please circle the occupancy status of the property:

**OWNER OCCUPIED                      TENANT OCCUPIED                      VACANT                      OTHER**

1. If you no longer occupy the property, please provide the date and reason for leaving the property.

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2. Please provide a brief description of how the property is being maintained and who is doing the maintenance.

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3. If the property is or was being rented, please provide the information below:

If there has been multiple tenants please provide the dates for each one.

Date the tenant moved in: \_\_\_\_\_

Date the tenant moved out if property is no longer occupied by the tenant: \_\_\_\_\_

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**Seller Signature** **Date**

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**Seller Signature** **Date**