



**ROBERT J.  
PELLEGRINO, P.A.**  
*Attorney at Law*

7635 Ashley Park Court, Suite 503  
Orlando, Florida 32835  
1-888-522-0009

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

Thank you for allowing Robert J. Pellegrino, P.A. to assist you with your Loan Modification needs. We have completed reviewing your loan documents and have identified several substantive compliance issues that should be useful in negotiating a loan modification with the Lender.

To help us expedite your loan modification process, we need the following documents ASAP:

- Loan documents
- Borrower's Authorization
- Signed Authorization for Credit Report & IOD Report
- Hardship Letter (samples enclosed)
- Back up for Hardship Letter (medical bills, unemployment statement, misc.)
- Most Recent Mortgage Billing Statement
- Copy of at least one month's bills to assist with Financial Worksheet
- Budget/Financial Worksheet (enclosed) with outstanding balances
- Copies of most recent 2 months of bank statements
- If self employed, provide business bank statements
- Copies of 2 months of pay-stubs
- Most recent Tax Returns (2 years, all pages)
- Real Estate Tax Statement (if applicable)
- Copies of NODs, NTSs, and any/all correspondence from lenders
- Copies of rental agreements (for investment properties)

Although Robert J. Pellegrino, P.A. cannot guarantee an outcome with regard to your particular case, our efforts to help you modify your loan conditions will be aided by your full cooperation and prompt submission of the above documents. Please call us toll free at (888) 522-0009 should you have any questions.

Loss mitigation or loan modification can be a very complicated and time consuming process. Lenders can receive thousands of requests daily, so we urge you to provide all of the requested documentation as soon as practicable. Once your Modification File is complete, our team will work toward the goal of obtaining the best possible outcome.

We look forward to working with you and reaching a resolution in your case.

Sincerely,

Robert J. Pellegrino, Esq.

**Note:** All documents and forms needed for processing must be signed by ALL parties listed on title. If the client is not on title, a written consent that allows Robert J. Pellegrino, P.A. to process the file from the person on title must be presented.



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### **Loan Modification Process**

This briefly explains the Loan Modification process. Please be aware that even the simplest Loan Modification takes time, generally a minimum of 30-60 days. The process is further prolonged by the deluge of loan modifications that each lender receives daily. In approaching a lender, our law firm's policy is always to proceed with a formal loss mitigation package containing all of the documents required by the lender including updated financial information. This due diligence helps us make it to the "top of the stack" of applications processed. The lender's staff each has about 350-450 files to process per month. This means they only have an average of about 20 minutes of real time to spend on your file! If the loss mitigation package is incomplete, it will be put at the bottom of the pile.

### **Our process is outlined as follows:**

- 1) Initial contact interview with Client to provide a brief summary of circumstances.
- 2) Contact Client wherein we request a summary of the loan terms for the subject loans and property.
- 3) Contact Client to accept or decline case; review executed retainer agreement, payment options, and review 100% guarantee with Client.
- 4) After case acceptance, we issue requests to the Client to complete the initial disclosure package, authorization to pull credit, retainer, credit card authorization, and provide the following documents:
  - a. hardship letter (and backup documentation)
  - b. current 30 days pay stubs (and all other income sources)
  - c. 2 months of banks statements (all banks)
  - d. if self-employed, 6 months of bank statements
  - e. current mortgage statements (all mortgages)
  - f. financial worksheet/monthly budget
  - g. tax returns for last 2 years + W-2's
- 5) Obtain all documentation from Client with executed borrower's authorization and credit authorization.
- 6) Immediately fax in borrower's authorization to lender(s) and contact lenders within 24-72 hours for confirmation of receipt.
- 7) Assemble all documentation from client. Each lender has different requirements and forms.
- 8) Legal Counsel researches the legal issues, drafts and forwards letter(s) to lender(s), requesting loss mitigation, including basic explanation of substantive compliance issues.
- 9) Contact is made with lender to confirm receipt of documentation, set a time frame for response, and identify an assigned negotiator/loss mitigator for your case.



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- 10) Lender may require all information on their forms, different financial information, etc., review.
- 11) On occasion, Legal Counsel requests all loan documentation from the lenders.
- 12) Ongoing regular contact with lenders for updates on the case, when in system, when a contact.
- 13) Our loss mitigation specialists work with the lenders to negotiate the loan modifications.
- 14) Lender contacts Client to confirm loan modification.
- 15) Lender requires notarized signatures and good faith payment of at least one month's payment in the form of a cashier's check be returned to Lender.**
- 16) If no negotiations with Lender, Attorney calls or writes 2nd letter and gives specific compliance violations and requests legal department information for continued negotiations until loan modification is obtained.



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**AUTHORIZATION TO RELEASE INFORMATION**

Date: \_\_\_\_\_ Loan No.: \_\_\_\_\_

Lender/Servicer: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Property Information**

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

This letter is to serve as my written authorization that I/we, the borrower(s) on the above-referenced property, do hereby grant my/our Lender/Servicer permission to discuss all past, present and future matters relating to our mortgage with our legal counsel, Robert J. Pellegrino, P.A., A Professional Law Corporation ("Robert J. Pellegrino, P.A."). Robert J. Pellegrino, P.A. is authorized to discuss our personal financial matters in relation to our mortgage loan with the Lender/Servicer.

This letter further serves to authorize our loan servicer permission to disclose the identity of the investor on our loan as well as any and all contact information for the investor, pursuant to 15 U.S.C. Section 1641(f)(2) which provides ("Upon written request by the obligor, the servicer shall provide the obligor, to the best knowledge of the servicer, with the name, address, and telephone number of the owners of the obligation or the master servicer of the obligation").

Company: **Robert J. Pellegrino, P.A., A Professional Law Corporation**

**Robert J. Pellegrino, Esq.**

Relationship: Legal Counsel for Borrower

Telephone: (888) 522-0009 Fax: (407) 362-1638

Email: florialawyers@yahoo.com

Borrower(s) authorizing signature:

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

Borrower Signature

\_\_\_\_\_  
Social Security # \_\_\_\_\_

Borrower Name(PRINT)

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

Co-Borrower Signature

\_\_\_\_\_  
Social Security # \_\_\_\_\_

Co-Borrower Name(PRINT)



## MONTHLY FINANCIAL STATEMENT

Client Name: \_\_\_\_\_

Client Name: \_\_\_\_\_

**OUTSTANDING  
BALANCE**

<b>Section 1:</b> Housing Expenses	Mortgage	\$	
	2nd Mortgage	\$	
	Property taxes	\$	
	Homeowner's insurance	\$	
	Utilities (electric/gas/sewer/water)	\$	
	Internet/Telephone	\$	
	Association dues	\$	
	Miscellaneous/Other: _____	\$	
	<b>Subtotal for housing section</b>	<b>\$</b>	
<b>Section 2:</b> Living Expenses	Food/Sundries/Household Supplies	\$	
	Transportation (fuel/maintenance)	\$	
	Insurance (auto/life/medical)	\$	
	Daycare	\$	
	Medical expenses	\$	
	Miscellaneous/Other: _____	\$	
	<b>Subtotal for living expense section</b>	<b>\$</b>	
<b>Section 3:</b> Monthly Installment Debt	Auto loan #1	\$	
	Auto loan #2	\$	
	Child support/alimony	\$	
	Credit card (min. due or avg. payment)	\$	
	Credit card (min. due or avg. payment)	\$	
	Credit card (min. due or avg. payment)	\$	
	Student loans	\$	
	Miscellaneous/Other: _____	\$	
	<b>Subtotal for monthly installment debt</b>	<b>\$</b>	
<b>TOTAL</b>	<i>Monthly expenses from sections 1,2,3</i>	<b>\$</b>	(a)
Monthly Income	Wage earner #1 (take home pay)	\$	
	Wage earner #2 (take home pay)	\$	
	Wage earner #3 (take home pay)	\$	
	Social Security	\$	
	Disability/Unemployment	\$	
	Other:	\$	
<b>TOTAL</b>	<b>Monthly Income</b>	<b>\$</b>	(b)
<b>What is Left?</b>	<b>Monthly Income Total (line b)</b>	<b>\$</b>	
	<b>Monthly Expense Total (line a)</b>	<b>\$</b>	
	<b>Monthly Cash Flow (subtract line a from line b) =</b>	<b>\$</b>	

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



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**FEE AGREEMENT FOR LEGAL SERVICES**

Client Name (first, middle initial, last)	Payor Name (first, middle initial, last; if different)
Mortgaged Property Street Address	Client's Residential Street Address (if different)
City	City
State	State
Zip Code	Zip Code
Client's Home Phone	Client's Alternate Phone
Client's E-mail Address	Client's Alternate Phone 2

**PLEASE PROVIDE ALL METHODS OF CONTACT.**

It is imperative that we be able to reach you on short notice. Please provide all methods of contact. Please place an asterisk next to the number at which we are MOST LIKELY to reach you, regardless of the time of day.

Initials (\_\_\_\_)

**1. IDENTIFICATION OF PARTIES:**

LAW FIRM refers to ROBERT J. PELLEGRINO, P.A., A PROFESSIONAL LAW CORPORATION, duly formed in the state of Florida, and solely owned by Robert J. Pellegrino, Esq. (Fl State Bar Number 0006246) ("LAW FIRM");

THE CLIENT refers to \_\_\_\_\_, the person for whose benefit and counsel the LAW FIRM is providing the services herein;

THE PAYOR(s) refer(s) to \_\_\_\_\_, the person(s) who have/has paid the fee on client's behalf; THE PAYOR(s) acknowledge(s) that as required by law, the attorney/client relationship will only exist between the LAW FIRM and the CLIENT. PAYOR(s) has/have no right to information regarding the representation of CLIENT by LAW FIRM, or to control or direct the LAW FIRM in providing the services under this fee agreement. Initials (\_\_\_\_)

**2. LEGAL SERVICES TO BE PROVIDED:**

LAW FIRM will represent CLIENT in the following manner:

- A) Negotiation of Loan Modification(s) with the Lender(s) concerning subject property;
- B) Provide advice and counsel regarding the option of a Short Sale of the subject property;
- C) Advise CLIENT regarding the refinancing of the subject property; and
- D) Negotiation of Short Sale or Deed in Lieu of Foreclosure Agreements with the Lender(s).

Initials: (\_\_\_\_)

**3. LEGAL SERVICES SPECIFICALLY EXCLUDED:**

Legal Services that are excluded under this agreement specifically include, but are not limited to, the following: counsel concerning taxes, bankruptcy, or wills and trusts as well as litigation concerning Lender(s)' claims for mortgage deficiency, or representation in any type of civil litigation (including the filing of STAY of FORCLOSURE); If CLIENT wishes that LAW FIRM provide any legal services excluded under this agreement, a separate written agreement as provided in the "Modification" section below will be required. Further, LAW FIRM does provide bankruptcy services. However, such services will be provided only pursuant to a separate fee agreement.

Initials: (\_\_\_\_)

**4. FEE AMOUNT:**

The fee for services is to be Two Thousand Two Hundred Dollars (\$2,200.00).

Initials: (\_\_\_\_)

**5. COSTS:**

Costs are not included in the fee. However, LAW FIRM seldom incurs any costs that LAW FIRM requires CLIENT to pay. In the event that LAW FIRM foresees costs greater than \$100.00, for which LAW FIRM desires reimbursement from CLIENT, LAW FIRM will notify CLIENT of same before incurring the costs. Such costs may include, but are not limited to, fees charged by Lender(s)/Servicers for copies of loan documents, messenger fees, delivery fees, and photocopying.

Initials: (\_\_\_\_)

**6. LIMITATIONS ON LAW FIRM'S FULL MONEY BACK GUARANTEE:**

Provided that CLIENT meets the obligations and requirements contained herein, LAW FIRM will refund the entirety of CLIENT's fees, in full, in the event that LAW FIRM is unable to secure a loan modification offer from CLIENT'S Lender(s), which exceeds the cost of the fees in savings to the CLIENT, over the life of the modified loan(s), with the following exceptions:

- A) In instances where LAW FIRM has negotiated an offer from CLIENT'S Lender(s) for surrender of the deed in lieu of foreclosure, CLIENT will not be entitled to a refund of the fees, even though surrender of the subject property does not equate directly to "a cash savings over the life of a modified loan."
- B) In instances where LAW FIRM has negotiated an offer from CLIENT'S Lender(s) to permit CLIENT to short sell the subject property, CLIENT will not be entitled to a refund of the fees, even though a short sale of the subject property does not equate directly to "a cash savings over the life of a modified loan."
- C) In instances where CLIENT has a negative amortization loan, and the offer that LAW FIRM has negotiated from CLIENT'S Lender(s) results in a higher monthly payment, by virtue of the nature of negative amortization loans, CLIENT will not be entitled to a refund of the fee agreement.
- D) In instances where LAW FIRM has agreed to represent a client where a Notice of Trustee Sale Date has already been set at the time of the representation, CLIENT will not be entitled to a refund of the fee agreement, even if LAW FIRM is unsuccessful in obtaining a loan modification, because the likelihood of obtaining a loan modification in such circumstances is greatly reduced, and LAW FIRM's work load is greater. CLIENT must notify LAW FIRM of any Notice of Default ("NOD") and/or any Notice of Trustee Sale (NTS).

LAW FIRM will provide this refund only in the event that CLIENT has met the following conditions:

- A) CLIENT's fees to LAW FIRM were paid in full at the time of the request to exercise the refund.
- B) At the time of executing this fee agreement, CLIENT informed LAW FIRM of any Notice of Default ("NOD") and/or any Notice of Trustee Sale (NTS), although CLIENT acknowledges that if an NTS has been set no refund will be provided as indicated in Paragraph 3(D) above.

- C) Within ten (10) days of executing this fee agreement, CLIENT provided all of the requested documents to complete CLIENT's loan modification file.
- D) All initial and subsequent information provided by CLIENT to LAW FIRM regarding CLIENT's financial situation and loan status was accurate.
- E) CLIENT has not obtained a loan modification from CLIENT's Lender(s) in the last twelve (12) months, or alternatively, if CLIENT has applied for a loan modification from CLIENT's Lender(s) in the last twelve months, CLIENT has informed LAW FIRM of this fact and provided all supporting materials to LAW FIRM at the time of engagement.
- F) Once the Lender(s) offered a loan modification, CLIENT cooperated with LAW FIRM by providing, within twenty-four (24) hours, a copy of the loan modification offer to LAW FIRM and all information requested by Lender(s) to satisfy the terms and conditions of the loan modification.
- G) If, in order to obtain a loan modification, CLIENT enters a Forbearance Agreement with their Lender(s), which require a monthly payment, CLIENT must make the required monthly payments under the Forbearance Agreement in a timely manner and provide LAW FIRM copies of the payments and the Forbearance Agreement. "Timely Manner" is defined as in strict accordance with the due date for the payment set by CLIENT's Lender(s). Lenders DO NOT provide any leeway for late delivery of payments under Forbearance Agreements.
- H) CLIENT kept all of CLIENT's obligations under the terms of the fee agreement.

Initials: (\_\_\_\_)

**7. FEE IS A FIXED FEE AND BECOMES NON-REFUNDABLE AFTER LAW FIRM'S PROVISION OF MATERIAL SERVICES:**

The fee that CLIENT has agreed to pay is a fixed fee, as permitted under the Rules of the Florida State Bar. LAW FIRM shall have no obligation to provide services to CLIENT until the fixed fee is paid in full. Unless LAW FIRM withdraws before the completion of the services or otherwise fails to perform services contemplated under this Agreement, the fixed fee will be earned in full and no portion of it will be refunded once any material services have been performed. Some matters may prove to be more complex than the usual matter. Nevertheless, LAW FIRM has set its fixed fee to accommodate the foregoing fact and therefore will not be entitled to increase the fee for services. Conversely, some matters may prove to be less complex than expected, or present an early opportunity for advantageous resolution, and in those instances, the CLIENT will not be entitled to a reduction in the fixed fee if the case is concluded at an early stage of the Loan Modification Process.

CLIENT understands that LAW FIRM begins work on CLIENT's behalf immediately, commencing with the information intake process, and within forty-eight (48) hours of receipt of CLIENT's information, and proceeding directly to compiling and configuring CLIENT's information to present it to CLIENT's Lender(s). CLIENT further understands that these early stages of intake and compilation and configuration of CLIENT's data for presentation to CLIENT's Lender(s), are time consuming and expensive, and therefore, they are material services provided by LAW FIRM to CLIENT. Thus, LAW FIRM has earned the entirety of its fee, once BOTH of the foregoing processes are underway. Therefore, while CLIENT always has the right to cancel LAW FIRM's representation of CLIENT, CLIENT acknowledges that any cancellation of the representation, after BOTH the intake session and compilation of CLIENT's data, will preclude client from any refund of the fees paid to LAW FIRM. Conversely, any cancellation of the representation, AFTER the intake of CLIENT's data, but BEFORE LAW FIRM has begun the processes of compilation and configuration of CLIENT's data for submission to CLIENT's Lender(s), will entitle CLIENT to a FULL REFUND of the fees paid to LAW FIRM. CLIENT acknowledges that LAW FIRM begins the data compilation and configuration processes within forty-eight (48) hours of receipt of CLIENT's information.

CLIENT will never be under any obligation to accept any offer from CLIENT's Lender(s) that LAW FIRM obtains on CLIENT's behalf. However, in the event that CLIENT does not accept Lender's

offer, CLIENT will not be entitled to a refund of any portion of the fees paid, pursuant to the money back guarantee described herein.

Initials (\_\_\_\_)

**8. CLIENT'S OBLIGATIONS REGARDING OFFERS FROM LENDER(S):**

CLIENT's Lender(s) may send loan modification offers directly to CLIENT, notwithstanding that CLIENT is represented by LAW FIRM. These offers usually provided very limited time to respond, e.g., three (3) to five (5) days. Thus, once CLIENT receives an offer from CLIENT's Lender(s), CLIENT is obligated to forward the loan modification offer to LAW FIRM within twenty-four (24) hours of CLIENT's receipt of Lender(s) offer. If CLIENT intends to accept Lender's offer, CLIENT must notify LAW FIRM of such acceptance, along with providing the offer, within the twenty-four (24) hour period discussed above. CLIENT also must provide to LAW FIRM, within the same twenty-four (24) hour period, all information requested by Lender(s) to satisfy the terms and conditions of the loan modification. If CLIENT declines Lender's offer, such declination must be transmitted to LAW FIRM also within the twenty-four (24) hour period.

Initials: (\_\_\_\_)

**9. CLOSURE OF MATTER AFTER CLIENT'S DECLINATION OF LENDER'S OFFER:**

If, in LAW FIRM's professional opinion, the offer is the best offer that CLIENT is likely to receive from its Lender(s), and which, at a minimum, would result in savings to the CLIENT of more than the fee paid by CLIENT to LAW FIRM, and CLIENT declines Lender(s)'s offer, LAW FIRM will close the matter permanently, as LAW FIRM will have fulfilled its duties and obligations pursuant to the fee agreement, and provide notice to CLIENT, in writing, of LAW FIRM's closure of the file. In such instance, CLIENT may not avail itself of the money back guarantee above. Notwithstanding the foregoing, LAW FIRM will not close the case in the event that CLIENT directs LAW FIRM to assist CLIENT to obtain a short sale or deed in lieu transfer between CLIENT and Lender(s). In such instance, any short sale or deed in lieu assistance from LAW FIRM WILL NOT require any additional payment.

Initials: (\_\_\_\_)

**10. CLOSURE OF MATTER FOR FAILURE TO COOPERATE WITH LAW FIRM:**

LAW FIRM incurs significant time and expense in all phases of CLIENT's matter including the intake, data compilation and data configuration, legal review, submittal and negotiation phases of CLIENT's matter. Therefore, if CLIENT does not cooperate with LAW FIRM by failing to forward its information as required in various paragraphs of this fee agreement, LAW FIRM will close the file, notify CLIENT of same in writing and CLIENT will not be able to avail itself of the money back guarantee contained herein.

Initials: (\_\_\_\_)

**11. OUTCOME:**

CLIENT acknowledges that the LAW FIRM has given no guarantee of the outcome of the matter. Any opinion offered by the LAW FIRM, its staff or attorneys, about the matter is only an opinion, and is based on the available facts at the time the opinion was given.

Initials: (\_\_\_\_)

**12. RESPONSIBILITIES OF THE LAW FIRM AND CLIENT:**

LAW FIRM will assign legal counsel, case managers, and loan modification processors to the matter to perform the services called for under this agreement, keep CLIENT informed of progress and developments, and respond promptly to CLIENT's inquiries and communications. CLIENT will be truthful and cooperative with LAW FIRM, keep LAW FIRM informed of any developments, and of their contact information including address, telephone numbers, email addresses, and will timely make the payments required under this agreement. CLIENT agrees that it will forward a copy of all documentation received from Lender(s) to LAW FIRM on a timely basis. Further, CLIENT agrees to forward to LAW FIRM any loan modification offer received from Lender(s) within twenty-four (24) hours of receipt by CLIENT.

Initials: (\_\_\_\_)

**13. LOAN MODIFICATION CASE MANAGERS AND PROCESSING PERSONNEL:**

CLIENT understand that LAW FIRM's Case Managers and Modification Personnel are not licensed to practice law and that only LAW FIRM's attorney(s) can dispense legal advice to CLIENT. Initials: (\_\_\_\_)

**14. MODIFICATION/ERRORS AND OMISSIONS:**

Modifications of this agreement MUST BE IN WRITING and signed by LAW FIRM and CLIENT on either a new version of this form or LAW FIRM's stationary. CLIENT acknowledges that any promise to provide services made orally or in writing will not be binding on LAW FIRM unless this requirement is met.

LAW FIRM maintains a policy of Errors & Omissions insurance with respect to this matter. Initials: (\_\_\_\_)

**15. DISPUTE RESOLUTION/ARBITRATION:**

**A. ARBITRATION OF ALL DISPUTES INCLUDING CLAIMS OF MALPRACTICE.**

Any controversy between the parties regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, shall be submitted to binding arbitration in Los Angeles, Florida in accordance with the rules of the American Arbitration Association, by one Arbitrator appointed in accordance with said rules. If the parties cannot agree, then the Superior Court of Los Angeles County shall choose an impartial arbitrator whose decision shall be final and conclusive on all parties. CLIENT and LAW FIRM shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure. The cost of the arbitration, excluding legal fees and costs, shall be borne by the losing party or in such proportion as the arbitrator shall decide. LAW FIRM and CLIENT knowingly and voluntarily waive their right to a jury trial with respect to all matters subject to arbitration as provided in this arbitration provision.

**B. STATE BAR FEE ARBITRATION.**

Notwithstanding subparagraph A above, in any dispute subject to the jurisdiction of the State of Florida over attorney's fees, charges, costs or expenses, CLIENT has the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of Florida. Those procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. If, after receiving a notice of CLIENT's right to arbitrate, CLIENT does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous subparagraph A.

By initialing below, CLIENT and LAW FIRM confirm that they have read and understand subparagraphs A and B above, and voluntarily agree to binding arbitration. In doing so, CLIENT and LAW FIRM voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Because each party is giving up a right, CLIENT is encouraged to have an independent lawyer of CLIENT's choice review these arbitration provisions before agreeing to them.

\_\_\_\_ (CLIENT Initial Here)      \_\_\_\_\_ (LAW FIRM Initial Here)

Although any information shared with the LAW FIRM remains confidential, this fee agreement relationship will not commence until the fee agreement is signed as accepted by LAW FIRM.

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
LAW FIRM

\_\_\_\_\_  
PLEASE PRINT NAME OF CLIENT

\_\_\_\_\_/\_\_\_\_/20\_\_\_\_\_  
CLIENT'S SIGNATURE & DATE

\_\_\_\_\_  
PLEASE PRINT NAME OF PAYOR (IF OTHER THAN CLIENT)

\_\_\_\_\_/\_\_\_\_/20\_\_\_\_\_  
PAYOR'S SIGNATURE & DATE

**PAYMENT TERMS:**

**FEE AGREEMENT/DEPOSIT RECEIVED: .....**\$ \_\_\_\_\_

**ADDITIONAL PAYMENTS DUE: (DATE & AMOUNT)**

\_\_\_\_\_

**PAYMENT DETAILS:** Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Check #

Western Union/Visa/Master Card/Amex

Approval Code:

CARD #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV#: \_\_\_\_\_

Signature of Cardholder: \_\_\_\_\_

If there are payments due on a later date, I authorize LAW FIRM to charge this card again for the amount(s) of the payment(s) on the due date(s) above.

Signature of Cardholder:

\_\_\_\_\_

## SAMPLE LETTER 1: Loan Modification

*Name:* Your Name *Address:* Your Address *Contact*

*Information:* telephone numbers, fax, e-mail

*Date:* Current Date

*Lender's Name:* Per the Lender Listing or Mortgage Coupon

*Lender's Address:* Per the Lender Listing or Mortgage Coupon

*Reference:* Your Loan Number or Identifying Information (other than name)

To Whom It May Concern (Name of Loss Mitigation Contact)

I am writing this letter to explain my unfortunate set of circumstances that have caused us to become delinquent on our mortgage. We have done everything in our power to make ends meet but unfortunately we have fallen short and would like you to consider working with us to modify our loan. Our number one goal is to keep our home and we would really appreciate the opportunity to do that.

The main reason that caused us to be late is (insert reason here and don't be too lengthy and long winded) Soon after being late and our income not being nearly enough, we had fallen further and further behind. Now, it's to the point where we cannot afford to pay what is owed to you. It is our full intention to pay what we owe. But at this time we have exhausted all of our income and resources so we are turning to you for help.

Our situation has got better because (explain change) and we feel that a loan modification would benefit us both. We would appreciate if you can work with us to lower or delinquent amount owed and or payment so we can keep our home and also afford to make amends with your firm.

We truly hope that you will consider working with us and we are anxious to get this settled so we all can move on.

Sincerely and Respectfully,

Print & Sign Name (Borrower #1)

Print & Sign Name (Borrower #2)

## SAMPLE LETTER 2: Adjustable Mortgage

Name: *Your Name* Address: *Your Address* Contact

Information: *telephone numbers, fax, e-mail*

Date: *Current Date*

Lender's Name: *Per the Lender Listing or Mortgage Coupon*

Lender's Address: *Per the Lender Listing or Mortgage Coupon*

Reference: *Your Loan Number or Identifying Information (other than name)*

Dear (*Name of Loss Mitigation Contact*):

Due to the recent adjustment to the mortgage I currently have with your company, I am finding it very difficult to afford the new payment. I have a (*number of years*) year fixed rate which is now adjustable and is schedule to adjust again in (*insert next adjustment date*).

Considering my current income, there will be no way I can afford the increased payments in (*insert next adjustment date*). Hopefully, there is way to renegotiate the terms of my current mortgage to avoid default or foreclosure on my home.

Is it possible to have my current adjustable rate mortgage converted to a fixed rate? If this is not possible can the next rate change be postponed to a future date to allow me to work out a plan with you. Any other solutions you could provide would be greatly appreciated.

I have had no problem making my payments for over (*insert years you have had mortgage*) years now and do not want that to change. (*Explanation of mortgage terms or situation – for example: My mortgage was originally written by another company and bought by Countrywide. The original mortgage terms are terrible but it was the only loan I was qualified for at the time. I was assured that refinancing would be no problem but that turned out not to be true due to the downturn of the housing industry.*)

The main problem is that my property is now worth about (*percentage of decline or amount of decline in value*) less than what I paid for it which is preventing me from being able to refinance.

I believe this addresses the situation I currently find myself in along with many other homeowners. Attached are recent pay stubs showing my current income (*list other documents included*)

Thank you for your time and consideration.

Sincerely,

Signature & Print Name Beneath

Signature & Print Name Beneath