



## Loan Modification Advance Fee Agreement

2nd Loan Account Number \_\_\_\_\_

### B. Agreement.

In consideration of the mutual promises and agreements exchanged, the Broker and the Principal agree as follows:

1. Amount and Payment of Advance Fee. The Principal agrees to pay an advance fee of ( \_\_\_\_\_ insert amount) to the Broker on the date this agreement is signed by the Principal, or within \_\_\_\_\_ days of the execution of this agreement by all parties.
2. Deposit of Advance Fee and Accounting of Funds. The Broker will deposit the advance fee into Broker trust account # ( \_\_\_\_\_ insert account number), located at ( \_\_\_\_\_ insert name and address of depository). The Broker will provide a verified accounting of these funds to the Principal at the end of each calendar quarter following the execution of this agreement by the Principal, and the completion or termination of this agreement (whichever occurs first).
3. Scope and Completion of, and Payment for, Loan Modification Service. The Broker shall perform the following loan modification services (without limitation) for and on behalf of the Principal. It is understood by the parties that the list below is not exhaustive, and that not all of the services listed below may be relevant to the Principal's loan(s) on the subject property.

#### Phase 1:

- a. Interview the Principal, gather and review information about the current loan(s) and terms to include:
  1. Mortgage loan(s) principal balance, monthly payment amount, mortgage statements, loan documents, current interest rate, expected rate and/or payment adjustments, equity, loan(s) payment history and correspondence from the lender(s).
  2. Information about the Principal's income and assets, including:

Paystubs, W2s, 1099s, benefit award letters, retirement and pension benefit statements, annuity statements, child support alimony, tax returns, profit and loss statements, schedules of real estate owned, stock and mutual fund portfolio statements, bank statements, proof of any other income.

3. Information about the Subject Property, including:

Property profile, comparable sales, active listings, current property listing information and other applicable documents.

4. Information about the Principal's ability to repay the loan(s), including:

Credit history, hardship circumstances, financial profile (assessment of income, assets, expenses and housing debt to income ratio).

- b. Assist the Principal in preparing a hardship summary/letter.
- c. Prepare and submit loan modification request and package of supporting documents to lender(s).

Completion of Phase I Services. The Broker will complete these Phase I services by (\_\_\_\_\_) and in no case later than 30 calendar days from the date this agreement is made, as first above written.

Payment for Phase I Services. The Broker shall be entitled to \_\_\_\_\_ percent. (but in no event more than 25 percent) of the advance fee (which entitlement percentage for Phase I service equals \$\_\_\_\_\_ ) for the performance of the applicable and relevant services described in Phase I (and others as may be necessary and/or appropriate).

Phase II:

Phase II services are focused on the Broker's efforts to vigorously and successfully seek through the Lender(s) an offer to the Principals (which offer shall be assessed by the Broker and clearly explained to the Principals) of proactive loan modification solutions which will provide the Principals with the opportunity to remain in the Subject Property while making affordable loan payments.

- a. Contact the Lender(s) to discuss/negotiate the loan modification request(s) and package of supporting documents.
- b. Communicate regularly with the Lender(s) to attempt to negotiate new, and more favorable, loan terms on behalf of Principal.
- c. Assist the Principal in understanding and deciding about the modification terms offered by the Lender(s).
- d. Successfully negotiate and/or accomplish a loan modification for the Principal. " Successful loan modification performance " by the Broker shall have occurred if the Principal accepts one or more of the loan modifications set forth below:

Change adjustable interest rate to a fixed interest rate  
Reduce fixed interest rate to a lower fixed interest rate

Reduce balance of the principal amount of the loan  
Reduce adjustable interest rate/ reduce CAPS of adjustable interest rate  
Stop upward adjustment of adjustable interest rate  
Arrange for the delinquent payment amounts to be added to the end of loan  
Arrange for the delinquent payment amounts to be added to a longer loan period  
Arrange for the delinquent payment amounts to be accepted in an alternative payment plan  
Eliminate or reduce the delinquent payment amounts  
Arrange for the lender to accept a discounted pay-off or forbearance

Completion of Phase II Services. The Broker will complete these services by ( \_\_\_\_\_ insert date ), and in no event later than 90 calendar days from the date this agreement is made, as first above written.

Payment for Phase II Services. The Broker shall be entitled to \_\_\_\_\_ percent of the advance fee (the remainder of the advance fee not earned and paid for Phase I services ( which entitlement percentage for Phase II services equals \$ \_\_\_\_\_ ) only for the " successful loan modification performance " of these Phase II services as described in Phase II( section d above).

4. Refund of Advance Fee Until Earned. The advance fee paid by the Principal is fully refundable until earned by the Broker. If any if the agreed upon services are not completed by the Broker by the agreed upon completion date(s), the unearned portion of the advance fee will be refunded to the Principal within 5 business days. If this agreement is terminated by the Principal before the agreed upon completion date and before the agreed upon services are completed, the unearned advance fee will be refunded to the Principal within 5 business days.
5. Responsibilities and Obligations of the Principal. The Principal agrees to furnish the Broker with truthful and accurate information and any documents that will be required by the Broker and the Lender(s) to assess the Principal's financial status, including (without limitation) the following:

Mortgage Statements-past three months  
Paystubs-past two pay periods  
W2 forms, 1099 forms, and/or Tax Returns-past 2 years  
Profit and Loss Statements-past 2 years( if self employed)  
Bank Statements-past 2 months  
Verification of any other income, Benefit Award Letters, Retirement Statements, Pension Benefit, Statements, Annuity Statements, Child Support/Alimony  
Schedules of Real Estate owned, Stock and Mutual Fund Portfolio Statements  
Authorization for the Broker to obtain Principal information from Lender

The Principal also agrees to provide additional information or documentation within 5 days of the Broker's request.

The Principal further agrees to immediately notify the Broker of any change in the Principal's address.

6. Reasonable Efforts/No Guarantees. The Broker will make reasonable efforts to conclude a " successful loan modification performance " as described in Phase II above. However, the Principal acknowledges that the Broker cannot guarantee that the Principal's existing lender(s) will agree to a modification of the loan(s), and that Principal's existing lender(s) is not obligated to modify the terms of the loan(s) in any way and may not agree to any changes in the loan(s).
7. Governing Law. This agreement shall be governed by and construed under the laws of the State of California.
8. Amendments. Except as set forth herein, this agreement may not be amended or modified orally and no provision of this Agreement may be waived or amended except in a writing signed by the Principal and the Broker.
9. Severability. If any provision in this agreement is determined to be invalid, illegal or otherwise unenforceable, the determination will not affect any other provision of this agreement. The invalid provision will be severed from this agreement and all remaining provisions will continue to be in full force and effect.
10. Termination of Agreement. Either the Principal or the Broker may terminate this agreement at any time for any reason upon written notice to the other party. At the time of termination, all earned but unpaid fees for completed services (as set forth and described in provision number 3 of this agreement) become due and payable.
11. Indemnification. The Principal agrees to indemnify, defend and hold the broker harmless from all damages, liabilities, claims, obligations, disputes, litigation and/or judgments (and reasonable attorneys fees and costs) which (i) arise from or are related to any incorrect material information and/or material omissions in information supplied by Principal to the Broker and/or (ii) arise from or are related to any material facts that the Principal knows but fails to disclose.
12. Dispute Resolution. The parties to this agreement will endeavor to resolve any disputes or disagreements between them with respect to or concerning this agreement in a fair and amicable manner. However, if the parties are unable to resolve any such disputes between and/or among themselves( whether in law or equity), the parties expressly agree to binding, neutral arbitration in accordance with the California Code of Civil Procedure with any recognized California arbitration service. Said binding arbitration shall be the exclusive dispute resolution mechanism for seeking legal redress under this agreement. The arbitration hearing shall be conducted pursuant to the California rules of evidence and shall occur in the county where the Subject Property is located. The parties agree to share equally the costs of any such arbitration. Reasonable attorney's fees and costs shall be awarded to the prevailing party.
13. Time of Essence. Time is of the essence with respect to every provision of this agreement that specifies a time for performance.
14. Entire Agreement. Except as otherwise provided by section 2970 (b)(4) of Title 10 of the Code of Regulations, Chapter 6 (Real Estate Commissioner's Regulations), this agreement constitutes the entire agreement and a complete and exclusive expression of the parties' agreement respecting the loan modification services contemplated. Except as conditioned above, this agreement may not be contradicted by evidence of any prior agreement or

contemporaneous oral agreement.

15. Successors and Assigns. This agreement shall be binding upon the successors and assigns of the parties.
16. Acknowledgements and Respresentation. The parties signing below acknowledge they have read and understood this agreement and have each received a copy. The Principals warrant they have the authority to enter into this agreement with regard to the Subject Property and loan(s) herein described.

_____	_____	_____
Name(s) of Principal(s)	Signature	Date

_____	_____	_____
Name(s) of Principal(s)	Signature	Date

_____	_____	_____
Name(s) of Principal(s)	Signature	Date

_____	_____	_____
Name(s) of Principal(s)	Signature	Date

_____	_____	_____
Name(s) of Principal(s)	Signature	Date

_____	_____	_____
Broker Name/Designated Officer Name	Signature	Date

\_\_\_\_\_  
Broker(Corporation) License Number



VERIFIED ACCOUNTING FOR ADVANCE FEES

Broker (Corporation) Name:  
 Broker Address:  
 Broker Trust Account # :  
 Depository:

Principal Name:  
 Principal Address:  
 Lender Name:  
 Loan Account Number:  
 2nd Lender Name:  
 2nd Loan Account Number:

Advance Fee Accounting				
Advance Fee Amount Received	From (Principal)	Date Received	Date Deposited in trust account	Balance

Services Performed by Broker	Date Performed	Amount of Fee Allocated	Date Disbursed	Balance
All Phase I services including: Loan Modification Package submitted to Lender at (address):  Loan Modification Package submitted to 2nd Lender at (address):				
All Phase II services including Successful Loan Modification				

I hereby represent and arrest that this is a true and accurate accounting.

\_\_\_\_\_  
 Signed Date

\_\_\_\_\_  
 Broker Name License Identification Number



**ADVANCE FEE AGREEMENT FOR LOAN MODIFICATION SERVICES**

This ADVANCE FEE AGREEMENT FOR LOAN MODIFICATION SERVICES (this “agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,by and between the Real Estate Broker (\_\_\_\_\_ (the “Broker” ) and the Principal(s).

(\_\_\_\_\_ insert name(s) of the borrower(s)/principal(s) represented in this agreement) (the “Principal” ) for the mortgage loan modification services as described herein.

A. Preliminary Matters.

**1. IMPORTANT NOTICES TO THE PRINCIPAL:**

- a. **The amount or rate of fees specified in this agreement for services is not fixed by California law. Fees are set or established by each Broker individually and are subject to negotiation between the Principal and the Broker.**
- b. **The Principal is compensating the Broker for services the Principal may be able to obtain at no charge from a housing counselor or by contacting the Lender(s) directly.**
- c. **California Civil Code Section 2945.1(b)(3) prohibits a Broker from claiming, demanding, charging, collecting or receiving any compensation or advance fee from a person whose residence is in foreclosure until all of the promised services have been fully performed and completed. THIS AGREEMENT MAY NOT BE USED AND SHOULD NOT BE EXECUTED BY THE PRINCIPAL IF A NOTICE OF DEFAULT HAS BEEN RECORDED AGAINST THE SUBJECT PROPERTY LISTED BELOW.**

**THE PRINCIPAL CERTIFIES BY INITIALING BELOW THAT A NOTICE OF DEFAULT HAS NOT BEEN RECORDED AGAINST THE SUBJECT PROPERTY.**

\_\_\_\_\_ **Initials of Principal(s)**

**2. Information Regarding the Loan(s) and Related Property ( “Subject Property” ) for Which the Loan Modification Services Will Be Provided:**

Lender Name \_\_\_\_\_

Loan Account Number \_\_\_\_\_

Address of Property \_\_\_\_\_  
\_\_\_\_\_

Description of Existing Loan Obligation(s) on the Subject Property \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2nd Lender Name\_\_\_\_\_



**PRIVACY NOTICE**

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**PRIVACY POLICY:** Our agency is committed to assuring the privacy of individuals and/or families who have contacted us for assistance. We assure you that all information shared both orally and in writing will be managed within legal and ethical considerations. Your "personal financial information", such as your total debt information, income living expenses and personal information concerning your financial circumstances, will be provided to creditors and; possibly others with your specific authorization. We may also use aggregated case file information for the purpose of evaluating our services, gathering valuable research information and designing future programs. Your anonymity will be maintained through the use of your client number or by using aggregate data in all circumstances.

In all other situations, your information may be released to appropriate individuals or agencies **ONLY UPON YOUR WIRTTEN REQUEST OR** when our staff has been served by a valld subpoena.

The following **PRIVACY PRACTICES** detail circumstances under which we will release your information to a third party:

1. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.
2. We may compile data and aggregate information that you give to us, but this information may not be disclosed in a manner that would personally identify you in any way.
3. We may disclose some or all of the information that we collect, as described below, to creditors, or third parties that you have authorized who need this information in order for us to assist you during and after a counseling session.
4. We may disclose all of the information that we collect, as described below, to creditors and related financial institutions who need this information in order to put you on a debt management program (DMP).
5. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.
6. We collect nonpublic personal information about you from the following sources:
  - Information we received from you on our client information worksheets, or other forms you provide, via the Internet, by telephone or otherwise;
  - Information about your transactions with us, your creditors, or others; and
  - Information we may receive from a credit reporting agency.
7. We may disclose the following kinds of nonpublic personal information about you:
  - Information we received from you on our client information worksheets, or other forms you provide, via the Internet, by telephone or otherwise, such an your name, address, social security number, assets, and income;
  - Information about your transactions with us, your creditors, or others, such as your account balance, payment history, parties to transactions with us, your creditors, or others, such as your account balance, payment history, parties to transactions and credit card usage; and
  - Information we receive from a credit reporting agency, such as your credit history.

**RELEASE:** I hereby authorize **CollectionSimple** to release all non-public information it obtains about me to (1) my creditors and (2) any third parties necessary to resolve the matter(s) discussed during my counseling session. I further **RELEASE** and authorize all of my creditors to provide non-public information about me to **CollectionSimple**.

Client \_\_\_\_\_ Co-Client \_\_\_\_\_

Date \_\_\_\_\_ Client Number \_\_\_\_\_



## *Honeowner Action Plan*



Client ID:

Homeowner:

Counselor:

Co-Homeowner:

### *Homeowner's Financial Concerns*

Budgeting and Money Management

Mortgage Delinquency

### *Budget Assessment Summary*

Total monthly net income

Less minimum living expenses

Less debt repayment amount

Less private debts

Budget surplus (Deficit)

### *Source to Make up Deficit:*

### *Proposed Financial Solution:*

Part Time / Additional Employment

Implement Budget / Reduce Expenses

### *Action Steps:*

In regards to your mortgage situation where you were laid off from June to October, here are some recommendations on your current situation. 1) Increase overall household income with extra hours and a second job. 2) Keep mortgage a priority. Eliminate non essentials, enquire into lower rates for your car insurance. 3) Advised of foreclosure timeline and fees that may apply. If financial/mortgage situation does not improve, find affordable housing. Referred to Indymac Bank for possible repayment plan or loan modification. Provide the servicer with proof of income and hardship letter as soon as possible. Expect contact within 5-10 business days. Advised to stay in contact with lenders. 4) Once mortgage is resolved, start a savings of 10-15% net income for miscellaneous and unexpected expenses. For further assistance, call **CollectionSimple** at 866-402-8866.

It is recommended that you take **CollectionSimple** on line course "The Power of Paycheck Planning". This is a valuable tool that will help guide you to financial success. Go to [www.collectionsimple.com](http://www.collectionsimple.com) for more information. You may also request this material be mailed to you by contacting **CollectionSimple** at 866-402-8866.

### *Actions Taken:*

Assessed Problem and Solutions

Budget Development

Developed Action Steps

### *Recommendations:*

Referred client to outside resource.

***Normal client service hours are Monday through Friday 8:30 AM to 6:30 PM PST***

***880 W 1St #610 Los Angeles, CA 90012***

***Tel: 866-402-8866 Fax: 213-625-8804***

***Website: [www.collectionsimple.com](http://www.collectionsimple.com) Email: [info@collectionsimple.com](mailto:info@collectionsimple.com)***

## Honeowner Action Plan



### Client Housing Goals:

- 1) To save the house.
- 2) To explore available options regarding their housing situation.  
To become current on mortgage payments  
To obtain information on loss mitigation options  
To prevent foreclosure on their home

### Counselor/Agency Housing Goals:

- 1) To prevent foreclosure on the property.
- 2) Review current income, expenses and debts to determine their housing options.
- 3) To explore options for client's current and future financial goals.  
To assist the client in becoming current on mortgage payments and preventing foreclosure  
To provide the client with information on loss mitigation options  
To provide the client with the opportunity to learn how to manage their money so that they can remain current on their housing bills

### Housing Action Plan:

- 1) Follow up with mortgage company to determine outcome of loss mitigation process.
- 2) Increase household income with extra hours and additional employment.
- 3) If financial/mortgage situation does not improve, find affordable housing.  
To contact the lender to begin the loss mitigation process  
To continue to keep housing as a financial priority

### Housing Notes:

Will follow up in 90 days.

I have read the foregoing information and hereby acknowledge receipt of a copy of this document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Normal client service hours are Monday through Friday 8:30 AM to 6:30 PM PST*

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