# IndyMac Mortgage Services

a division of OneWest Bank®, FSB

# Short Sale or Pre-Foreclosure Sale Application

**Submit your completed request for assistance today.**

## For Borrowers

**Is a Short Sale right for you? Check to see if all three of the following scenarios apply to you:**

- You are no longer able to make mortgage payments or have already missed a payment due to financial hardship.
- You want to sell your home to avoid foreclosure.
- The value of your home is less than what you owe on your mortgage.

If you have questions about how a Short Sale or Pre-Foreclosure Sale will affect your credit score, tax situation or other legal situation, please consult with your broker, realtor, or an attorney.

## For Brokers

If your customer(s) is/are no longer able to make mortgage payments and the property's market value is lower than the amount owed on the loan, you may consider helping them apply for a Short Sale or Pre-Foreclosure Sale with this application.

To apply on behalf of your customer, make sure to complete the Third Party Authorization form included in this packet for yourself and any other third party who will act on behalf of your customer. (Third parties may include brokers, realtors, attorneys, etc.)

For information about tax or legal implications for your customer if they pursue a Short Sale or Pre-Foreclosure Sale, please consult with an attorney.

**Questions? Loss Mitigation Department 1.877.736.5556**

**Submitting your request for workout review does not stop the foreclosure process. All normal servicing including collections and/or foreclosure (if applicable) will continue unless you are otherwise notified in writing by IndyMac Mortgage Services.**

**Upon receipt of this completed application and an executed purchase contract, a Workout Negotiator will be assigned to review the loan. IndyMac Mortgage Services will need to determine the fair market value of the property by arranging for an interior BPO (broker price opinion), and the borrower(s) or authorized third parties will be contacted to schedule the property inspection within 10 days.**

# Items Required for Review

**Use this chart to help you keep track of your request.**

**For IndyMac Mortgage Services to consider a request for a Short Sale or Pre-Foreclosure Sale, ALL of the following items are required for review:**

| | |
|---|---|
| **Page 3** | • Third Party Authorization form (one per third party representing the borrower). |
| **Pages 4-5** | • Personal Information (and page 5 if co-borrower is on the loan). |
| **Pages 6-9** | • Financial and Property Information.<br>• Proof of all sources of monthly household income, such as pay stubs for the past 60 days (if a salaried or hourly wage earner) or profit and loss statements for the last two quarters along with the most recent signed federal tax return. Leases, social security, pension, disability and bank statements are required, if applicable. |
| **Pages 10-12** | • Hardship Affidavit (signed and completed within 90 days). |
| **Pages 13-14** | • Purchase Eligibility Certification (completed by all buyers and sellers and notarized). |
| **Page 15** | • Prospective Purchaser Information.<br>• Documentation showing the complete listing history for the property (including a current listing agreement).<br>• A purchase and sales agreement that is subject to IndyMac/lender approval. Documents must be dated within the last 90 days and signed by both buyer and seller, with all addenda and disclosures included. Contract must be easy to read and clearly show the property address. Any material changes should be initialed by both buyer and seller. “Option” contracts are not acceptable.<br>• An estimated settlement statement clearly listing the property address and showing all proposed seller-paid closing costs.<br>• Proof of buyer’s financing (e.g. pre-qualification letter) or proof of funds.<br>• Any other documentation or information you feel may be relevant to the situation. |

**Please note: The Short Sale package, including an Executed Purchase Contract, must be submitted at least 15 days prior to the scheduled Foreclosure sale date. The Short Sale decision process generally takes 30 days or less from the time we receive the <u>complete</u> short sale package assuming there are no delays in gaining approvals from the Investor, Mortgage Insurance Company, Jr. Lien holder, etc.**

**Once ALL of the required items are complete, please write the borrower (and co-borrower’s, if applicable) name and loan number on every document, and submit this entire application as soon as possible with all required documents via fax to: 1.626.583.1370.**

IndyMac Mortgage Services will follow standard industry practice and report to the major credit reporting agencies that your mortgage was settled for less than the full balance owed. We have no control over or responsibility for the impact of this report on your credit score.

A short payoff of the mortgage may have tax consequences. You are advised to contact a tax professional to determine the extent of tax liability, if any.

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an “automatic stay” in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

# Third Party Authorization

**Please provide all information.**

**NOTE: If you would like IndyMac Mortgage Services to discuss your loan with a third party such as a spouse, relative, friend, realtor, attorney, lender, etc. you MUST complete and return this form to us first. Please fill out one form for each third party.**

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

**My Designated Agent is:**

First Name ______________________________

Last Name ______________________________

Address ______________________________

City, State, ZIP ______________________ ☐☐ ☐☐☐☐☐

E-mail Address ______________________________

Phone Number ☐☐☐-☐☐☐-☐☐☐☐

IndyMac Mortgage Services Loan Number ☐☐☐☐☐☐☐☐☐☐

Relationship ☐ Realtor ☐ Spouse ☐ Loss Mitigation Company Other __________

**Borrower**

Signature ______________________________

Date ______________________________

**Co-Borrower**

Signature ______________________________

Date ______________________________

# Personal Information

**Please provide all applicable information.**

**Personal Information: Borrower**

First Name ______

Last Name ______

Social Security Number ☐☐☐-☐☐-☐☐☐☐

Date of Birth (mm/dd/yyyy) ☐☐/☐☐/☐☐☐☐

Daytime Phone Number ☐☐☐-☐☐☐-☐☐☐☐

Evening Phone Number ☐☐☐-☐☐☐-☐☐☐☐

Cell Phone Number ☐☐☐-☐☐☐-☐☐☐☐

E-mail Address ______

Address (where you live) ______

City, State, ZIP ______ ☐☐ ☐☐☐☐☐

Employer ______

Position ______

Employment Dates ☐☐/☐☐/☐☐☐☐ to ☐☐/☐☐/☐☐☐☐

Annual Salary $ ______

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# Personal Information (continued)

**Please provide all applicable information.**

**Personal Information: Co-Borrower**

First Name ______________________

Last Name ______________________

Social Security Number ☐☐☐-☐☐-☐☐☐☐

Date of Birth (mm/dd/yyyy) ☐☐/☐☐/☐☐☐☐

Daytime Phone Number ☐☐☐-☐☐☐-☐☐☐☐

Evening Phone Number ☐☐☐-☐☐☐-☐☐☐☐

Cell Phone Number ☐☐☐-☐☐☐-☐☐☐☐

E-mail Address ______________________

Address (if different than borrower) ______________________

City, State, ZIP ______________________ ☐☐ ☐☐☐☐☐

Employer ______________________

Position ______________________

Employment Dates ☐☐/☐☐/☐☐☐☐ to ☐☐/☐☐/☐☐☐☐

Annual Salary $ ______________________



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# Assets and Liabilities

**Please provide all applicable information.**

| Description | Estimated Value (A) | Amount Owed (B) | Net Value (A - B) |
|---|---|---|---|
| 1. Cash | $ | $ | $ |
| 2. All Checking & Savings Accounts | $ | $ | $ |
| 3. Certificates of Deposits (CDs) | $ | $ | $ |
| 4. Stocks/Bonds/Mutual Funds | $ | $ | $ |
| 5. All Retirement Assets (401(k)s, IRAs, etc.) | $ | $ | $ |
| **6. Total Liquid Assets** (add lines 1-6) | **$** | **$** | **$** |
| 7. Primary Home | $ | $ | $ |
| 8. Other Real Estate | $ | $ | $ |
| 9. Automobile(s) | $ | $ | $ |
| Make________ Model ________ Year________ | $ | $ | $ |
| Make________ Model ________ Year________ | $ | $ | $ |
| 10. Cash Value of Life Insurance | $ | $ | $ |
| 11. Personal Property (computers/furniture, etc.) | $ | $ | $ |
| 12. Other Assets (limited partnerships, etc.) | $ | $ | $ |
| **13. Total Non-Liquid Assets** (add lines 7-12) | **$** | **$** | **$** |
| **14. Total Net Value** (add lines 6 & 13) | **$** | **$** | **$** |
| **15. Other Debt Balances** (credit cards, notes due, lines of credit)* | **$** | **$** | **$** |

*Explain in Detail:______________________________________

Have you ever filed for bankruptcy? ☐ No ☐ Yes

Type of Bankruptcy (select type) ☐ Chapter 7 ☐ Chapter 13

Filing Date (mm/dd/yyyy) ☐☐ / ☐☐ / ☐☐☐☐

Has your bankruptcy been discharged? ☐ No ☐ Yes *If yes, please provide a copy of the discharge paper.*

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# Property Description & Dependents

**Please provide all applicable information.**

## Property Description (If subject property is rented.)

Address
(of property involved in workout) ______________________________

City, State, ZIP ______________________ ☐☐ ☐☐☐☐☐

Is the property owner occupied? ☐ No ☐ Yes

Is the property a second home? ☐ No ☐ Yes

Is the property non owner occupied or an investment property? ☐ No ☐ Yes

Is the property vacant? ☐ No ☐ Yes If yes, how long? ☐☐ Years ☐☐ Months

Are their any additional liens/mortgages or judgements on this property? ☐ No ☐ Yes

| Tenant Name | Monthly Rent | Monthly Last Paid | Date Lease Expires |
|---|---|---|---|
| | $ | $ | ☐☐/☐☐/☐☐☐☐ |
| | $ | $ | ☐☐/☐☐/☐☐☐☐ |
| | $ | $ | ☐☐/☐☐/☐☐☐☐ |
| | $ | $ | ☐☐/☐☐/☐☐☐☐ |

## Dependents

| Name | Relationship | Date of Birth | In Day Care |
|---|---|---|---|
| | | ☐☐/☐☐/☐☐☐☐ | ☐ No ☐ Yes |
| | | ☐☐/☐☐/☐☐☐☐ | ☐ No ☐ Yes |
| | | ☐☐/☐☐/☐☐☐☐ | ☐ No ☐ Yes |
| | | ☐☐/☐☐/☐☐☐☐ | ☐ No ☐ Yes |



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# Monthly Income

**Please provide all applicable information.**

| Description | Borrower | Co-Borrower | Total |
|---|---|---|---|
| 1. Gross Salary Wages | $ | $ | $ |
| 2. Overtime Wages | $ | $ | $ |
| 3. Commissions (how often paid) | $ | $ | $ |
| 4. Bonuses (when paid) | $ | $ | $ |
| 5. Social Security | $ | $ | $ |
| 6. Disability (short term or long term) | $ | $ | $ |
| 7. Other Income (interest, rental, etc.) | $ | $ | $ |
| 8. Alimony* | $ | $ | $ |
| 9. Child Support* | $ | $ | $ |
| **10. Total Monthly Income** (add lines 1-9) | **$** | **$** | **$** |
| 11. Less: Federal, FICA, and State Income Tax | $ | $ | $ |
| 12. Other Deductions (401(k), etc.) | $ | $ | $ |
| **13. Total Deductions** (add lines 11 & 12) | **$** | **$** | **$** |
| **14. Net Personal Income** (line 10 minus line 13) | **$** | **$** | **$** |

* Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower or Co-Borrower does not choose to have it considered for repaying the mortgage.



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# Monthly Expenses

**Please provide all applicable information.**

| Description | Monthly Payment | Balance Due | # of Mos. Delinquent |
|---|---|---|---|
| 1. Primary Home Mortgage (including taxes & insurance) | $ | $ | |
| 2. Taxes on primary home (if not included in #1) | $ | $ | |
| 3. Insurance on primary home (if not included in #1) | $ | $ | |
| 4. Rent Payment (if owner does not occupy subject property) | $ | $ | |
| 5. Maintenance on Primary Home | $ | $ | |
| 6. Other Mortgages | $ | $ | |
| 7. Automobile Loan(s) | $ | $ | |
| 8. Other Loans | $ | $ | |
| 9. Credit Cards (minimum payment) | $ | $ | |
| 10. Alimony | $ | $ | |
| 11. Child Support | $ | $ | |
| 12. Child Care | $ | $ | |
| 13. Utilities (water, electricity, gas, etc.) | $ | $ | |
| 14. Telephone | $ | $ | |
| 15. Insurance (automobile, health, life, etc.) | $ | $ | |
| 16. Medical expenses (uninsured) | $ | $ | |
| 17. Car expenses (gas, maintenance, parking) | $ | $ | |
| 18. Groceries and Toiletries | $ | $ | |
| 19. Dry Cleaning and Clothing | $ | $ | |
| 20. Spending Money | $ | $ | |
| 21. Cable TV | $ | $ | |
| 22. Entertainment (hobbies, dinner, movies, etc.) | $ | $ | |
| 23. Vacations | $ | $ | |
| 24. School Tuition | $ | $ | |
| 25. HOA Fees | $ | $ | |
| 26. Dependent Care | $ | $ | |
| 27. Other Monthly Expenses* | $ | $ | |
| *Explain: | $ | $ | |
| **28. Total Personal Expenses** (add lines 1-27) | **$** | **$** | |

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| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

# Hardship Affidavit

**Please provide a detailed explanation of your hardship.**

**I (We) am/are requesting IndyMac Mortgage Services to review my/our eligibility for a short sale to help prevent foreclosure. I (We) am/are having difficulty making my/our monthly payment because of financial difficulties created by (check all that apply):**

- ☐ 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.)
- ☐ My monthly debt payments are excessive, and I am overextended with my creditors. Debt includes credit cards, home equity, or other debt.
- ☐ My expenses have increased. (For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities, or property taxes.)
- ☐ My cash reserves, including all liquid assets, are insufficient to maintain the payment on my mortgage loan and cover basic living expenses at the same time.
- ☐ Other (please specify):

______________________________________________

______________________________________________

______________________________________________

**Required Explanation**

For any applicable items above, please provide a detailed explanation of the hardship (attach another page if necessary):

______________________________________________

______________________________________________

______________________________________________

______________________________________________

______________________________________________

______________________________________________

______________________________________________

______________________________________________

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| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|

# Hardship Affidavit (continued)

**Information for government monitoring purposes.**

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

## Borrower

☐ **I do not wish to furnish this information.**

**Ethnicity**

☐ Hispanic or Latino
☐ Not Hispanic or Latino

**Race**

☐ American Indian or Alaskan Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or other Pacific Islander
☐ White

**Sex**

☐ Female
☐ Male

## Co-Borrower

☐ **I do not wish to furnish this information.**

**Ethnicity**

☐ Hispanic or Latino
☐ Not Hispanic or Latino

**Race**

☐ American Indian or Alaskan Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or other Pacific Islander
☐ White

**Sex**

☐ Female
☐ Male

***To be completed by interviewer.***

Interviewer's Name ______________________________

This application was taken by ☐ Face-to-face interview ☐ Telephone ☐ Mail ☐ Internet

Interviewer's Signature ______________________________

Date ______________________________

Interviewer's Phone Number ☐☐☐-☐☐☐-☐☐☐☐

Name of Interviewer's Employer ______________________________

Address of Interviewer's Employer ______________________________

City, State, ZIP ______________________ ☐☐ ☐☐☐☐☐

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# Hardship Affidavit (continued)

## Acknowledgement and Agreement

**In making this request for consideration for a loan modification or any other foreclosure prevention program, I certify under penalty of perjury:**

1. All of the information in this document is truthful and the event(s) identified on page 10 is/are the reason(s) that I need to request a modification of the terms of my mortgage loan, short sale or deed-in-lieu of foreclosure.
2. I understand that IndyMac Mortgage Services, the U.S. Department of the Treasury or its agents may investigate the accuracy of my statements, may require me to provide supporting documentation, and that knowingly submitting false information may violate federal law and may result in foreclosure.
3. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this document, that IndyMac Mortgage Services may cancel any modification of foreclosure prevention agreement and may pursue foreclosure on my home.
4. I am willing to provide all requested documents and to respond to all questions in a timely manner.
5. I understand that IndyMac Mortgage Services will use the information in this document to evaluate my eligibility for a loan modification, short sale or deed-in-lieu of foreclosure, but that IndyMac Mortgage Services is not obligated to offer me assistance based solely on the statements in this document.
6. I/We agree that the financial information provided is an accurate statement of my/our financial status. I/We understand and acknowledge that any action taken by the lender of my/our mortgage loan on my/our behalf will be made in strict reliance on the financial information provided. I/We authorize verification or re-verification of any information contained in this financial packet at any time by the lender, its agents, successors and assigns, either directly or through a third party, including but not limited to a credit reporting agency, from any source named in this financial packet or otherwise submitted in connection therewith. My/Our signature(s) below grants the lender the authority to contact my realtor, credit counseling service representative (if applicable), or any third party with respect to matters represented in this financial statement.

**Borrower**

Signature ______________________________

Date ______________________________

**Co-Borrower**

Signature ______________________________

Date ______________________________

# Purchaser Eligibility Certification

**Please read, provide all information, and sign.**

Pursuant to a residential purchase agreement ("Agreement"), the parties identified below as "Seller(s)" and "Buyer(s)," respectively, are involved in a real estate transaction whereby the real property commonly known as ______________________________ ("Property") will be sold by Seller(s) to Buyer(s).

______________________________ ("Lender") holds a deed of trust or mortgage against the Property. In order to complete the sale of the Property, Seller(s) and Buyer(s) have jointly asked Lender to discount the total amount owed on the loan, which is secured by the deed of trust or mortgage. Lender, in consideration for the representations made below by Seller(s), Buyer(s), and their respective agents, agrees to a short sale on the express condition that Seller(s), Buyers, and their respective agents (including, without limitation: real estate agents, escrow agents, and title agents) each truthfully represents, affirms, and states as follows:

1. The purchase and sale transaction reflected in the Agreement is an "Arm's Length Transaction," meaning that the transaction has been negotiated by unrelated parties, each of whom is acting in his or her own self-interest, and that the sale price is based on fair market value of the Property. With respect to those persons signing this Affidavit as an agent for either Seller(s), Buyer(s), or both, those agents are acting in the best interests of their respective principal(s).
2. No Buyer or agent of Buyer(s) agents is a family member or business associate of the Seller(s) or the borrower(s) or the mortgagee(s).
3. No Buyer or agent of Buyer(s) shares a business interest with the Seller(s) or the borrower(s) or the mortgagee(s).
4. There are no hidden terms or hidden agreements or special understandings between the Seller(s) and the Buyer(s) or among their respective agents which are not reflected in the Agreement or the escrow instructions associated with this transaction.
5. There is no agreement, whether oral, written, or implied, between the Seller(s) and the Buyers and/or their respective agents which allows the Seller(s) to remain in the property as tenants or to regain ownership of the Property at any time after the consummation of this sale transaction.
6. The Seller(s) shall not receive any proceeds from the sale of the Property reflected in the Agreement.
7. No agent of either the Seller(s) or the Buyer(s) shall receive any proceeds from this transaction except as is reflected in the final estimated closing statement which shall be provided to Lender for approval prior to the close of escrow.
8. Each signatory to this Affidavit expressly acknowledges that Lender is relying upon the representations made herein as consideration for discounting the payoff on the loan(s) which is/are secured by a deed of trust or mortgage encumbering the Property.
9. Each signatory to this Affidavit expressly acknowledges that any misrepresentation made by him or her may subject him or her to civil liability. I declare under penalty of perjury under the laws of the state of ______________ that all statements made in this Affidavit are true and correct.
10. You can't list the property with or sell it to anyone that you are related to or have a close personal or business relationship with. In legal language, it must be an "arm's length transaction." If you have a real estate license, you can't earn a commission by listing your own property. You may not have any agreements to receive a portion of the commission or the sales price after closing. Any buyer of your property must agree to not sell the home within 90 calendar days of the date it is sold by you. You may not have any expectation that you will be able to buy or rent your house back after the closing. Any knowing violation of the arm's length transaction prohibition may be a violation of federal law.

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| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

# Purchaser Eligibility Certification (continued)

**Please read, provide all information, and sign.**

**Additionally, I/We fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly and willfully make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.**

**Seller 1** ______________________

Date ______________________

Print Name ______________________

**Seller 2** ______________________

Date ______________________

Print Name ______________________

**Seller's Agent** ______________________

Date ______________________

Print Name & Company ______________________

State of ______________________

County of ______________________

On ______________________

Before me, ______________________
(insert name and title of the officer)

personally appeared ______________________ ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ________ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ______________________
(Seal)

**Buyer 1** ______________________

Date ______________________

Print Name ______________________

**Buyer 2** ______________________

Date ______________________

Print Name ______________________

**Buyer's Agent** ______________________

Date ______________________

Print Name & Company ______________________

State of ______________________

County of ______________________

On ______________________

Before me, ______________________
(insert name and title of the officer)

personally appeared ______________________ ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ________ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ______________________
(Seal)

IndyMac Mortgage Services Loan Number

# Prospective Purchaser Information

**Please provide all applicable information.**

Seller/Borrower Name

IndyMac Mortgage Services Loan Number(s)

## Prospective Purchaser Information

First Name

Last Name

Social Security Number - - or Tax ID -

Purchaser Type Individual Partnership Corporation Trust Other

Address (for overnight delivery)

City, State, ZIP

Country

## Contact Person Information

First Name

Last Name

Title

Phone Number - -

Fax Number - -

E-mail Address

**IN WITNESS WHEREOF, the undersigned has executed this Certification as of this day:** / /

Name of Prospective Purchaser

Signature

Name of Authorized Signatory*

Title of Authorized Signatory*

* Authorized Signatory is only required when the prospective purchaser is a business or non individual entity.

# Legal Notices

**Please read carefully.**

### Notice Concerning Legal Action

Any person who knowingly or willfully makes false or fraudulent statements or disclosures in connection with this Certification will be referred to the Office of Inspector General and/or the appropriate law enforcement officials for investigation and legal enforcement and may be subject to fines and/or imprisonment (18 U.S.C. §§ 1001, 1007 and 1014).

### Privacy Act Statement

The Federal Deposit Insurance Act (12 U.S.C. §§1819, 1821, and 1823), 5 C.F.R. Part 3201, 12 C.F.R. Parts 340 and 366, and Executive Order 9397 authorize the collection of this information. The FDIC will use the information to assist in the determination of whether a Prospective Purchaser is eligible to purchase assets under the laws, regulations, and policies pertaining to the FDIC. The FDIC may disclose this information: 1) to other federal, state or local agencies and to contractors to assist in the marketing or sale of assets; 2) to appropriate federal, state or local agency or responsible authority, to the extent that disclosure is necessary and pertinent for investigating or prosecuting a violation of or for enforcing or implementing a statute, rule, regulation or order, when the information indicates a violation or potential violation of law, whether civil, criminal or regulatory in nature, and whether arising by any statute, or by regulation, rule or order issued pursuant thereto; 3) to a court, magistrate, or administrative tribunal in the course of presenting evidence, including disclosure to counsel or witnesses in the course of civil discovery, litigation, or settlement negotiations or in connection with criminal law proceedings, when the FDIC is a party to the proceeding or has a significant interest in the proceeding and the information is determined to be relevant and necessary; 4) to a congressional office in response to a written inquiry made by the congressional office at the request of the individual to whom the record pertains; or 5) in accord with any other routine use appropriate for the FDIC's Insured Bank Liquidation Records, # 30- 64- 0013. Submitting this information to the FDIC is voluntary. Your failure, however, to submit all of the information requested and to complete the form entirely could result in your inability to bid on or purchase FDIC-held assets.

### Estimated Reporting Burden

Public reporting burden for this collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Paperwork Reduction Act, Legal Division, FDIC, Washington, D.C. 20429 and to the Office of Management and Budget, Paperwork Reduction Project (3064-0089), Washington, D.C. 20503. Respondents need not respond to this request for information unless it displays a currently valid OMB Control Number.

# Fax Cover Sheet

**Fax this completed financial packet to IndyMac Mortgage Services.**

To **IndyMac Mortgage Services**

Fax Number **1.626.583.1370**

First Name ______________________

Last Name ______________________

IndyMac Mortgage Services Loan Number ☐☐☐☐☐☐☐☐☐☐

E-mail Address (required) ______________________

Phone Number ☐☐☐ - ☐☐☐ - ☐☐☐☐

Mailing Address ______________________

City, State, ZIP ______________________ ☐☐ ☐☐☐☐☐