



## REQUEST FOR MORTGAGE ASSISTANCE (RMA) / HARDSHIP AFFIDAVIT

Dear Borrower,

If you are facing financial difficulties, you are not alone. We are here to help you. Since 2010, we have successfully helped more than 100,000 Americans struggling to make mortgage payments.

No matter what your situation, you may have options. We offer multiple solutions to help you through difficult times, including, but not limited to, the Home Affordable Modification Program (HAMP) and Home Affordable Foreclosure Alternative Program (HAFA). We also offer our own modification options and foreclosure alternatives.

The table below outlines the variety of solutions available. We encourage you to apply and/or contact us now. To apply, complete and return the enclosed Request for Mortgage Assistance (RMA) / Hardship Affidavit application.

**The sooner you apply, the sooner we can help.**

Solutions for <b>Keeping Your Home</b>			
Solution	How it Works	May Apply to You IF...	What To Do
Lump Sum Reinstatement	Make a lump sum payment for past due payments and fees.	You can afford your payment now, and have funds to catch up on past due payments.	Call us toll-free 1-800-746-2936 NO application necessary
Short-term Repayment Plan (Forbearance Plan)	Repay what you owe over time, by adding extra funds to your regular monthly payments.	You can afford your payment now, and can add extra money to cover past due payments. You just need a few months to catch up.	
Modification	Make your payment more affordable by changing the terms of your loan permanently.	You can't afford your current payment, may be "upside down" on your home's value, and have a source of income.	Complete & return this application
Temporary Forbearance / Unemployment Plan	Temporarily make a lower monthly payment, for a specific time period.	You are temporarily unemployed, have unemployment benefits and/or other income, but need help while between jobs.	
Refinance*	Convert your debt into a new loan with new terms. <small>*Ocwen does not offer refinancing, but you may be eligible for referral to a partner lending agency</small>	Your home is worth as much or more than your mortgage loan, and/or you qualify for special refinancing programs with our partner lenders.	Call us toll-free 1-800-746-2936 for eligibility options

Solutions for <b>Leaving Your Home</b> and avoiding the stress of foreclosure			
Solution	How it Works	May Apply to You IF...	What To Do
Deed-in-Lieu of Foreclosure ( <b>Recommended</b> )	Transfer ownership - and the property deed - to us, and cancel your debt. In many cases we can also provide <b>cash</b> to assist with relocation.	You can't afford your home, modification options don't apply to you or do not match your needs. You would like a quicker way to get out of the property without the hassle of a short sale.	Complete & return this application
Short Sale	Find a buyer and sell your home to settle the debt with Ocwen. If you qualify, <b>relocation assistance</b> may be available.	You can't afford your home, and modification options don't apply to you or do not match your needs. You can sell your home, but for less than what you owe on the mortgage.	



Loan Number: \_\_\_\_\_

## IMPORTANT APPLICATION INFORMATION

To avoid delays, please make sure **all** pages are complete, accurate, and signed or initialed where indicated.

- Send all forms & documents at ONE time within **15 days** of the date of this letter and send ALL pages of requested documents.
- KEEP YOUR ORIGINALS! Send copies for your application.
- Be sure to SIGN and DATE forms.
- **The faster you apply, the faster we reply.**

## WHERE TO SEND YOUR APPLICATION

Fax or Email for fastest processing	To KEEP your home, apply for a <b>Modification</b> Fax: 1-407-737-6174 Email: mod@ocwen.com	To LEAVE your home, apply for a <b>Deed-in-Lieu of Foreclosure</b> Fax: 1-407-737-5070 Email: dil@ocwen.com	To SELL your home, apply for a <b>Short Sale</b> Fax: 1-407-737-5071 Email: ss@ocwen.com
Regular Mail	Ocwen Loan Servicing, LLC Attn: <b>Home Retention Department</b> 1661 Worthington Road, Suite 100 West Palm Beach, Florida 33409	Ocwen Loan Servicing, LLC Attn: <b>DIL Department</b> 1661 Worthington Road, Suite 100 West Palm Beach, Florida 33409	Ocwen Loan Servicing, LLC Attn: <b>Short Sale Department</b> 1661 Worthington Road, Suite 100 West Palm Beach, Florida 33409

**Questions?** Call us toll-free at **(800) 746-2936**.

Monday-Friday 8:00 am to 9:00 pm ET, Saturday 8:00 am to 5:00 pm ET, & Sunday 9:00 am to 9:00 pm ET.

## IF YOUR LOAN IS IN FORECLOSURE

- Foreclosure activity suspension requires a **Complete Application** received 7 or more days BEFORE a scheduled foreclosure sale date.
- We must have a Complete Application at least 7 days prior to a scheduled foreclosure sale date. Otherwise we cannot stop foreclosure action.
- A Complete Application includes all required forms and ALL requested documentation. Once received, we will halt any foreclosure activity while we review the application.\*

**IMPORTANT—Do NOT ignore any foreclosure notices.**

- The HAMP evaluation and the process of foreclosure may proceed at the same time. You may receive foreclosure/eviction notices—delivered by mail or in person—or you may see steps being taken to proceed with a foreclosure sale of your home. To protect your rights under applicable foreclosure law, you may need to respond to these foreclosure notices or take other actions.
- Upon acceptance of a HAMP Modification Trial Payment Plan (TPP) based on verified income, and for the duration of the TPP, Ocwen will take those actions within its authority that are necessary to halt further activity and events in the foreclosure process, whether judicial or non-judicial, including but not limited to refraining from scheduling a foreclosure sale or causing a judgment to be entered. However, please be aware that there are certain circumstances which prevent Ocwen from being able to suspend further foreclosure activity.
- If you have any questions about the foreclosure process, contact us at (800) 746-2936. We also encourage you to contact a lawyer or housing counselor for questions about the consequences of foreclosure.

**\*This ONLY applies to requests for modification. Foreclosure actions cannot be stopped for DIL and short sale application review.**

## AFTER YOU APPLY

*(Modification Programs Only – For Short Sale please refer to Section 25)*

**Application review takes 30 days on average – we will be sure to let you know when our review is complete.**

“No news is good news” in the 30 days after you apply. But, if we need any information or clarification, we will be sure to let you know right away. There is no need to call unless you have specific questions or concerns.

For more information, please see the Frequently Asked Questions (Section 23) and other information provided with this letter.

Sincerely,

Ocwen Loan Servicing, LLC



Loan Number: \_\_\_\_\_

## REQUEST FOR MORTGAGE ASSISTANCE (RMA) / HARDSHIP AFFIDAVIT Application Checklist

**ALL** borrowers & applicants must complete/provide

Special Instructions

Forms that must be **signed**

### For ALL Applicants & Borrowers

SECTION	FORM NAME	REQUIREMENTS
1	<input type="checkbox"/> APPLICATION CHOICE – Choose only <b>ONE</b> option	
2	<input type="checkbox"/> BORROWER INFORMATION FORM	
3	<input type="checkbox"/> PROPERTY INFORMATION FORM	
4	<input type="checkbox"/> OCCUPANCY AND RENTAL INFORMATION FORM - If rented, include <b>Lease Agreement</b>	ONLY if property is NOT your primary residence
4A	<input type="checkbox"/> RENTAL PROPERTY CERTIFICATION	ONLY if property is rented or available to rent
5	<input type="checkbox"/> CURRENT EMPLOYMENT INFORMATION FORM	
6	<input type="checkbox"/> HOUSEHOLD ASSETS AND EXPENSES FORM	
7	<input type="checkbox"/> MONTHLY INCOME FORM	
8	<input type="checkbox"/> INCOME DOCUMENTATION REQUIRED - Include necessary documents	
9	<input type="checkbox"/> PROFIT AND LOSS FORM – see List of Documents required with application	ALL Self-Employed borrowers
10	<input type="checkbox"/> IRS FORM 4506T-EZ - (for each borrower)	ONLY Modification applicants
11	<input type="checkbox"/> HARDSHIP STATEMENT	
12	<input type="checkbox"/> NON BORROWER CONSENT FORM	ONLY if including income for non-borrowers
13	<input type="checkbox"/> CONSENT FOR RELEASE OF INFORMATION FORM	
14	<input type="checkbox"/> DODD-FRANK CERTIFICATION FORM	
15	<input type="checkbox"/> INFORMATION FOR GOVERNMENT MONITORING PURPOSES (Optional)	
16	<input type="checkbox"/> BORROWER ACKNOWLEDGEMENT AND AGREEMENT	

### Additional Items for Short Sale or Deed-in-Lieu of Foreclosure

17	<input type="checkbox"/> DOCUMENTATION REQUIRED TO LEAVE THE PROPERTY—Include necessary documents	ALL Deed-in-Lieu and Short Sale applicants
18	<input type="checkbox"/> AUTHORIZATION TO ACCESS PROPERTY FORM	ALL Deed-in-Lieu and Short Sale applicants
19	<input type="checkbox"/> AUTHORIZATION TO NEGOTIATE WITH OTHER LIEN HOLDER AND RELEASE INFORMATION	ALL Deed-in-Lieu and Short Sale applicants
20	<input type="checkbox"/> NON-OWNER OCCUPANT CERTIFICATION FORM	ALL Deed-in-Lieu and Short Sale applicants

### Supplemental Information for All Applicants & Borrowers

21	<input type="checkbox"/> HOMEOWNER'S HOTLINE	
22	<input type="checkbox"/> NOTICE TO BORROWERS	
23	<input type="checkbox"/> FREQUENTLY ASKED QUESTIONS	
24	<input type="checkbox"/> INFORMATION ABOUT DEED-IN-LIEU OF FORECLOSURE	
25	<input type="checkbox"/> INFORMATION ABOUT SHORT SALES	



Loan Number: \_\_\_\_\_

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



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

**SECTION 1**

**APPLICATION CHOICE**

For ALL Applicants / Borrowers

CHOOSE ONLY ONE OPTION

I want to:

☐ Keep the property  
(Modification)

☐ Leave the property  
(Deed-in-Lieu of Foreclosure and Short Sale)

**SECTION 2**

**BORROWER INFORMATION FORM**

For ALL Applicants / Borrowers

Borrower(s) Name			
Social Security Number	- -	- -	- -
Date of Birth(MM DD YY)	____ ____ ____	____ ____ ____	____ ____ ____
Home Phone Number	( ) -	( ) -	( ) -
Cell or Work Number	( ) -	( ) -	( ) -
Email Address			
Property Address:			
Is any borrower a service member? <input type="checkbox"/> Yes <input type="checkbox"/> No		How many single family properties, other than your principal residence, do you and/or any co-borrower(s) own individually, jointly, or with others? _____	
Is any borrower in active bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes: Bankruptcy case #: _____			

**SECTION 3**

**PROPERTY INFORMATION FORM**

For ALL Applicants / Borrowers

Do you have any condominium or homeowners association (HOA) fees? ☐ Yes ☐ No

If Yes, total monthly amount of HOA fees (round to the nearest dollar): \$ \_\_\_\_\_.00

Who are fees paid to? Name: \_\_\_\_\_

Street: \_\_\_\_\_

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

I consider the property my principal residence. ☐ Yes ☐ No (Complete Section 3A & Section 4)

Do you currently occupy the property? ☐ Yes (Skip Section 3A) ☐ No (Complete Section 3A)

**SECTION 3A** If you do NOT occupy/live at the property, provide details about where you live currently:

- What is the total monthly rent or mortgage payment where you currently live (round to the nearest dollar)? \$ \_\_\_\_\_.00
  - Have you been temporarily displaced (military, job transfer, etc)? ☐ Yes ☐ No (Complete Section 4)
- If Yes:**
- A. Please describe your displacement: \_\_\_\_\_
- B. Do you intend to stay where you currently live, as your primary home, after your displacement ends? ☐ Yes ☐ No (Complete Section 4)



Loan Number: \_\_\_\_\_

## SECTION 4

### OCCUPANCY AND RENTAL INFORMATION FORM

Complete this section ONLY if you are requesting mortgage assistance on a property that is NOT your principal residence

If property is NOT / will NOT be your principal residence

Is this property used as a second home or seasonal home? ☐ Yes (Skip Section 4 and 4A) ☐ No (Complete Section 4)

Is the property occupied? ☐ Yes ☐ No

#### If Property is Occupied

Which best describes the occupancy status?

☐ Rent-paying tenant (Complete Section 4A)

Lease start date (MM/YY) \_\_\_\_\_ | \_\_\_\_\_

Monthly Rent: \$ \_\_\_\_\_ .00

Be sure to **provide a copy of the Lease** with your application

☐ Occupied rent-free by a family member, parent, or guardian

☐ Occupied rent-free by someone else

#### If Property is Not Occupied

Which best describes the property status?

☐ Vacant but available for rent (Complete Section 4A)

Describe efforts to rent property:

☐ No intent to rent

☐ Condemned

☐ Other (describe): \_\_\_\_\_

## SECTION 4A

### Rental Property Certification

ONLY if property is rented or available to rent

☐ By checking this box and initialing below, I am requesting a mortgage modification under MHA with respect to the rental property described in this Section 3 and I hereby certify under penalty of perjury that each of the following statements is true and correct with respect to that property.

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

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

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

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

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

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

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

INITIAL  
HERE

\_\_\_\_\_  
Borrower Initials

\_\_\_\_\_  
Co-Borrower1  
Initials

\_\_\_\_\_  
Co-Borrower2  
Initials

\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_  
Date (MM|DD|YY)



Loan Number: \_\_\_\_\_

**SECTION 5**

**CURRENT EMPLOYMENT INFORMATION FORM**

For ALL Applicants / Borrowers

<b>Borrower(s) Name</b>			
<b>Employment Status</b> If not currently employed, indicate "Unemployed"	<input type="checkbox"/> Employed <input type="checkbox"/> Self Employed <input type="checkbox"/> Unemployed	<input type="checkbox"/> Employed <input type="checkbox"/> Self Employed <input type="checkbox"/> Unemployed	<input type="checkbox"/> Employed <input type="checkbox"/> Self Employed <input type="checkbox"/> Unemployed
<b>If Unemployed,</b> are you receiving unemployment benefits? (Now or in the last 6 months)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Current Employer Information</b> <span style="float: right;">ONLY if currently working for an employer</span>			
<b>Employer Name</b>			
<b>Hire Date</b>	_____ _____ _____ MM DD YY	_____ _____ _____ MM DD YY	_____ _____ _____ MM DD YY
<b>How often are you paid?</b>	<input type="checkbox"/> Weekly <input type="checkbox"/> Every 2 weeks <input type="checkbox"/> Monthly <input type="checkbox"/> Twice a month	<input type="checkbox"/> Weekly <input type="checkbox"/> Every 2 weeks <input type="checkbox"/> Monthly <input type="checkbox"/> Twice a month	<input type="checkbox"/> Weekly <input type="checkbox"/> Every 2 weeks <input type="checkbox"/> Monthly <input type="checkbox"/> Twice a month

**SECTION 6**

**HOUSEHOLD ASSETS AND EXPENSES FORM**

For ALL Applicants / Borrowers

<b>Combined Assets</b> Round all figures to the nearest dollar		<b>Monthly Expenses</b> Round all figures to the nearest dollar	
Total \$ in Checking Account(s)	\$ _____	Credit Cards/Installment Debt (Total Minimum Payment)	\$ _____
Total \$ in Savings Account(s)	\$ _____	Child support/ Alimony	\$ _____
Money Market Value/Amount	\$ _____	Car Payments	\$ _____
Stocks Value	\$ _____	Mortgage payments on other Properties	\$ _____
Bonds Value	\$ _____	Bank / Finance Loan Payments	\$ _____
CD's Value/Amount	\$ _____	Student Loan Payments	\$ _____
Other	\$ _____	Other	\$ _____
<b>Assets TOTAL</b>	\$ _____ .00	<b>Expenses TOTAL</b>	\$ _____ .00



Loan Number: \_\_\_\_\_

**SECTION 7**

**MONTHLY INCOME FORM**

Round all figures to the nearest dollar

For ALL Applicants / Borrowers

**ALL figures** should represent the **total amount received in a month** for that income category.

**Base Pay**

Monthly compensation BEFORE deductions are made for taxes, health benefits, 401k contributions, etc.

**For Overtime Pay, Commissions and Bonuses**

Provide a monthly average. For example, if bonus income of \$1,200 is received on an annual basis, the amount entered should be \$100 (\$1,200 divided by 12 months = \$100).

**Other Income**

You may also disclose any income from a household member who is not on the promissory note (non-borrower), such as a relative, spouse or domestic partner who occupies the property as a primary residence.

**For Self-Employed Borrowers**

The total amount of income received per month should be tied back to the enclosed Profit and Loss form.

BORROWER(S) NAME			
BASE PAY --SALARY / HOURLY WAGE INCOME (Amount BEFORE all tax /payroll deductions)	\$	\$	\$
OVERTIME PAY (Average per month)	\$	\$	\$
BONUS (Average per month)	\$	\$	\$
TIPS (Average per month)	\$	\$	\$
COMMISSIONS (Average per month)	\$	\$	\$
UNEMPLOYMENT BENEFITS	\$	\$	\$
PUBLIC ASSISTANCE	\$	\$	\$
FOOD STAMPS	\$	\$	\$
RETIREMENT BENEFITS	\$	\$	\$
SURVIVORS BENEFITS	\$	\$	\$
DISABILITY BENEFITS	\$	\$	\$
SOCIAL SECURITY	\$	\$	\$
WORKERS' COMPENSATION	\$	\$	\$
ALIMONY *	\$	\$	\$
CHILD SUPPORT*	\$	\$	\$
MONTHLY GROSS RENTAL INCOME FROM ALL PROPERTIES**	\$	\$	\$
OTHER INCOME	\$	\$	\$
<b>TOTAL (GROSS INCOME)</b>	\$_____ .00	\$_____ .00	\$_____ .00

\*You are NOT required to disclose alimony, child support or separate maintenance income.

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





Loan Number: \_\_\_\_\_

## SECTION 8

### INCOME DOCUMENTATION REQUIRED

ANY and ALL borrowers must report and provide evidence of ALL income sources

For ALL Applicants / Borrowers

**IMPORTANT** – Avoid processing delays by providing COMPLETE documentation as described below.  
Include ALL pages of any statements.

Income Record Type	What EACH borrower should provide
<input type="checkbox"/> PROFIT AND LOSS STATEMENT <i>If Self-Employed only</i>	<ol style="list-style-type: none"><li>1. Either the last <b>three</b> month's statements (if you file monthly) OR one for the most recent quarter</li><li>2. Profit and Loss statement included with this packet</li><li>3. Include only BUSINESS related income/losses</li></ol>
<input type="checkbox"/> BASE PAY – SALARY/HOURLY WAGE INCOME	<b>Two</b> most recent paystubs – they must show at least 30 days of Year-to-Date income
<input type="checkbox"/> OVERTIME PAY, BONUS, TIPS, COMMISSIONS, HOUSING ALLOWANCE	<ol style="list-style-type: none"><li>1. Income type description AND</li><li>2. How frequently the income is received AND</li><li>3. Official documentation (from a third party) describing the income<ul style="list-style-type: none"><li>▪ Examples include employment contracts or printouts documenting tip income</li></ul></li></ol>
<input type="checkbox"/> UNEMPLOYMENT BENEFITS	Documentation showing the amount and frequency of benefits <ul style="list-style-type: none"><li>▪ Examples include letters, exhibits or benefits statement from the provider</li></ul>
<input type="checkbox"/> PUBLIC ASSISTANCE, FOOD STAMPS, RETIREMENT BENEFITS, SURVIVORS BENEFITS, DISABILITY BENEFITS, SOCIAL SECURITY, WORKERS' COMPENSATION AND/OR ADOPTION ASSISTANCE	Documentation showing the amount and frequency of benefits <ul style="list-style-type: none"><li>▪ Examples include letters, exhibits, disability policy or benefits statement(s) from provider <b>AND</b> proof of payment receipt (such as <b>two</b> most recent bank statements or deposit advices)</li></ul>
<input type="checkbox"/> ALIMONY, CHILD SUPPORT, OR SEPARATION MAINTENANCE PAYMENTS	<ol style="list-style-type: none"><li>1. Copy of divorce decree, separation agreement, or other written legal agreement filed with the court documents must show the amount of payments AND the period of time that you are entitled to payment(s) AND</li><li>2. Copies of <b>two</b> most recent bank statements or deposit advices showing receipt of payment</li></ol> <p><b>NOTE</b> –Alimony, child support or separate maintenance income <u>need not be disclosed</u> if you do not choose to have it considered for repaying your mortgage debt.</p>
<input type="checkbox"/> (MONTHLY GROSS) INCOME FROM RENTAL PROPERTIES THAT ARE NOT YOUR PRINCIPAL RESIDENCE	Most Recent Federal Tax Return with all schedules, including Schedule E  <b>NOTE</b> –If rental income is not reported on Tax Schedule E, include a copy of the current Lease Agreement AND bank statements showing deposit of rent checks.





Loan Number: \_\_\_\_\_

**SECTION 9**

**PROFIT AND LOSS FORM**

A separate form is required for EACH self-employed borrower

**For Self-Employed  
Borrowers ONLY**

- This form is required only for self-employed individuals with income from a privately owned business.
- Provide either the last **three** month's statements (if you file monthly) OR one for the most recent quarter.
- You must also provide federal tax returns documenting income, including ALL tax forms and schedules.

Statement Year (YYYY): \_\_\_\_\_ Start date (MM|YY): \_\_\_\_\_|\_\_\_\_\_ End Date(MM|YY): \_\_\_\_\_|\_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: Street: \_\_\_\_\_

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

Other Owner(s): \_\_\_\_\_ Partnership Share: \_\_\_\_\_%

**Gross Receipts / Business Income** (round all figures to the nearest dollar)

Items	Description (optional)	Amount
		\$
		\$
		\$
		\$
		\$
		\$
<b>Total Income</b>		\$_____.00

**Expenses** (round all figures to the nearest dollar)

Do NOT include any depreciation as an expense or any personal (non-business) expenses

1. Advertising	\$	12. Rent or lease:	
2. Car and truck expenses	\$	a. Vehicles, machinery, and equipment	\$
3. Commissions and fees	\$	b. Other business property	\$
4. Contract labor	\$	13. Repairs and maintenance	\$
5. Depletion/Depreciation	\$	14. Supplies	\$
6. Employee benefit programs	\$	15. Taxes and licenses	\$
7. Insurance (other than health)	\$	16. Travel, meals, and entertainment:	
8. Interest:		a. Travel	\$
a. Mortgage	\$	b. Deductible meals and entertainment	\$
b. Other	\$	17. Utilities	\$
9. Legal and professional services	\$	18. Wages (less employment credits)	\$
10. Office expenses	\$	19. Other expenses	\$
11. Pension and profit-sharing plans	\$	<b>Total Expenses</b>	\$_____.00

**Net Profit** (Total Income minus Total Expenses) \$\_\_\_\_\_.00

I acknowledge that the information provided on this document is complete and accurate as of the date below.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Borrower Name

\_\_\_\_|\_\_\_\_|\_\_\_\_  
Date (MM|DD|YY)



Loan Number: \_\_\_\_\_

**SECTION 10**

**IRS FORM 4506T-EZ**

**ONLY Modification Applicants**

Form **4506T-EZ**

(Rev. January 2012)

Department of the Treasury  
 Internal Revenue Service

**Short Form Request for Individual Tax Return Transcript**

OMB No. 1545-2154

► **Request may not be processed if the form is incomplete or illegible.**

**Tip.** Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge, or you can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946.

<b>1a</b> Name shown on tax return. If a joint return, enter the name shown first.	<b>1b</b> First social security number or individual taxpayer identification number on tax return
<b>2a</b> If a joint return, enter spouse's name shown on tax return.	<b>2b</b> Second social security number or individual taxpayer identification number if joint tax return
<b>3</b> Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
<b>4</b> Previous address shown on the last return filed if different from line 3 (see instructions)	
<b>5</b> If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.	
Third party name	Telephone number
Address (including apt., room, or suite no.), city, state, and ZIP code	

**Caution.** If the tax transcript is being mailed to a third party, ensure that you have filled in line 6 before signing. Sign and date the form once you have filled in this line. Completing this step helps to protect your privacy. Once the IRS discloses your IRS transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

**6 Year(s) requested.** Enter the year(s) of the return transcript you are requesting (for example, "2008"). Most requests will be processed within 10 business days.

2010
2011
2012
\_\_\_\_\_

☐ Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved **identity theft** on your federal tax return.

**Note.** If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.

**Caution.** Do not sign this form unless all applicable lines have been completed.

**Signature of taxpayer(s).** I declare that I am the taxpayer whose name is shown on either line 1a or 2a. If the request applies to a joint return, **either** husband or wife must sign. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

<b>Sign Here</b>	Signature (see instructions)	Date	Phone number of taxpayer on line 1a or 2a
	Spouse's signature	Date	

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 54185S

Form **4506T-EZ** (Rev. 1-2012)



Loan Number: \_\_\_\_\_

## SECTION 11

## HARDSHIP STATEMENT

For ALL Applicants / Borrowers

Date hardship began (MM|YY): \_\_\_\_\_ | \_\_\_\_\_

I am/We are requesting review for mortgage assistance.

I am/We are having difficulty in making my monthly payments because of financial difficulties created by the following:

**Check ALL that apply below and add description if needed:**

- |  |   |
|--|---|
| <input type="checkbox"/> My household income has declined  | <input type="checkbox"/> My expenses have increased   |
| <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"/> 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"/> Death of primary or secondary wage earner   | <input type="checkbox"/> Divorce/separation   |
| <input type="checkbox"/> Disability or serious injury of a borrower or family member   | <input type="checkbox"/> Medical expenses, surgeries, extended illness or disease   |
| <input type="checkbox"/> I am unemployed and receiving benefits  |   |
| <input type="checkbox"/> I am/was receiving unemployment benefits from _____   _____   _____ to _____   _____   _____  |   |
| Start Date ( MM DD YY )      End Date ( MM DD YY )   |   |
| <input type="checkbox"/> I am unemployed and NOT receiving benefits  |   |
| <input type="checkbox"/> Other Hardship(s) – describe here:  |   |

**ALL applicants MUST provide a brief explanation of the hardship:**

- ☐ Hardship Explanation (*continue on a separate sheet of paper if necessary and attach*):

## SECTION 12

## NON-BORROWER CONSENT FORM

If paying mortgage with  
non-borrower income

Complete if including income from a non-borrower

**Ocwen cannot consider non-borrower income UNLESS this authorization form is completed.**

A **non-borrower** is defined as someone who lives at the property, but is not on the original mortgage loan/note (and may or may not be on the original security instrument), but whose income will be used to support the modified mortgage payment.

- You may include income from household members who are non-borrowers, and whose income is/will be used in making mortgage payments.
- Ocwen will review credit report(s) for any non-borrowers whose income is included in the mortgage assistance application.
- This form will authorize Ocwen to pull a credit report for occupancy verification as well as to support that this non-borrower income has not been utilized in a prior modification.

**Important Note:** Without these authorizations, non-borrower income cannot be considered, and may result in a delay in processing your application.

### Non-Borrower 1

Name \_\_\_\_\_

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
 Social Security Number      Date of Birth (MM|DD|YY)

### Non-Borrower 2

Name \_\_\_\_\_

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
 Social Security Number      Date of Birth (MM|DD|YY)

### Acknowledgements

**This must be completed, but will only be used if being evaluated for the Government's Making Home Affordable Program.**

- I understand that Ocwen will pull a current credit report on all non-borrowers whose income is submitted as part of the evaluation and relied upon to support the modified mortgage payment.
- I confirm that my income was not utilized in a prior modification.

SIGN  
HERE

Non-Borrower 1 Signature

Date (MM|DD|YY)

SIGN  
HERE

Non-Borrower 2 Signature

Date (MM|DD|YY)



Loan Number: \_\_\_\_\_

**SECTION 13**

**CONSENT FOR RELEASE OF INFORMATION FORM**

For ALL Applicants /  
Borrowers

**Third-Party Authorization Form**

Ocwen Loan Servicing, LLC.

Mortgage Lender/Service Name ("Servicer")

Account/Loan Number

By signing below, Borrower and Co-Borrower (if any) (individually and collectively, "Borrower" or "I"), authorize the above Servicer, its partners or affiliates, and the third parties listed below (individually and collectively, "Third Party") to obtain, share, release, discuss, and otherwise provide to and with each other public and non-public personal information contained in or related to the mortgage loan of the Borrower. This information may include (but is not limited to) the name, address, telephone number, social security number, credit score, credit report, income, government monitoring information, loss mitigation application status, account balances, program eligibility, and payment activity of the Borrower.

Counseling Agency

Agency Contact Name and Phone Number

State HFA Entity

State HFA Contact Name and Phone Number

Other Third Party

Third Party Contact Name and Phone Number

Relationship to Borrower/Co-Borrower

☐ I/We do not wish to authorize any third parties to receive information about the mortgage.

I also understand and consent to the disclosure of my personal information and the terms of any agreements under the Making Home Affordable or Hardest Hit Fund Programs by Servicer or State HFA to the U.S. Department of the Treasury or their agents in connection with their responsibilities under the Emergency Economic Stabilization Act.

Ocwen will take reasonable steps to verify the identity of a Third Party, but has no responsibility or liability to verify the identity of such Third Party. Ocwen also has no responsibility or liability for what a Third Party does with such information.

This Third-Party Authorization is valid when signed by ALL borrowers and co-borrowers named on the mortgage. Authorization remains valid until Ocwen receives a written revocation signed by any borrower or co-borrower.

**I UNDERSTAND AND AGREE WITH THE TERMS OF THIS THIRD-PARTY AUTHORIZATION.**



Borrower Name & Signature

Date (MM|DD|YY)



Co-Borrower-1 Name & Signature

Date (MM|DD|YY)



Co-Borrower-2 Name & Signature

Date (MM|DD|YY)

**For Short Sale Applicants Only**

Who you would like us to contact for any updates or issues with the short sale transaction?

Name \_\_\_\_\_

Phone Number ( ) - \_\_\_\_\_

Cell Number ( ) - \_\_\_\_\_

Fax Number ( ) - \_\_\_\_\_

Email Address \_\_\_\_\_



Loan Number: \_\_\_\_\_

## SECTION 14

## DODD-FRANK CERTIFICATION FORM

For ALL Applicants / Borrowers

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program (MHA), authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their respective agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law. This certification is effective on the earlier of the date listed below or the date this RMA is received by your servicer.

☐ **I/We do not comply with the above requirements.**

By checking this box, I/we acknowledge that I/we would make this loan ineligible for MHA program but be eligible for Ocwen's proprietary modification program.

## SECTION 15

## INFORMATION FOR GOVERNMENT MONITORING PURPOSES

For ALL Applicants /  
Borrowers (Optional)

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 based 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 first box below.**

### BORROWER

☐ I do not wish to furnish this information

- Ethnicity**
- ☐ Hispanic or Latino
  - ☐ Not Hispanic or Latino
- Race**
- ☐ American Indian or Alaska 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 Alaska Native
  - ☐ Asian
  - ☐ Black or African American
  - ☐ Native Hawaiian or Other Pacific Islander
  - ☐ White
- Sex**
- ☐ Female
  - ☐ Male

### This section to be completed by interviewer (if information gathered via interview)

This request was taken by <input type="checkbox"/> Telephone <input type="checkbox"/> Mail <input type="checkbox"/> Face-to-face Interview <input type="checkbox"/> Internet	Interviewer's Name (print or type) & ID Number	Name of Interviewer's Employer:  Address Street:  City:  State: Zip:	
	Interviewer's Signature		Date (MM DD YY)
	Interviewer's Phone Number (       )       —		



Loan Number: \_\_\_\_\_

**SECTION 16**

**BORROWER ACKNOWLEDGEMENT AND AGREEMENT**

For ALL Applicants /  
Borrowers

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

The undersigned certifies under penalty of perjury that all statements in this document are true and correct.



\_\_\_\_\_  
Borrower Name & Signature

\_\_\_\_\_  
Date (MM|DD|YY)



\_\_\_\_\_  
Co-Borrower-1 Name & Signature

\_\_\_\_\_  
Date (MM|DD|YY)



\_\_\_\_\_  
Co-Borrower-2 Name & Signature

\_\_\_\_\_  
Date (MM|DD|YY)



Loan Number: \_\_\_\_\_

**SECTION 17**

**DOCUMENTATION REQUIRED TO LEAVE THE PROPERTY**

**ONLY Deed-in-Lieu &  
Short Sale Applicants**

**Please see conditions below and documents required**

**If property is owner-occupied, provide:**

- ☐ Utility bill copy, showing pre-printed name and property address OR a bank statement or credit card statement with the property address as the mailing address from the past 60 days. This is to establish your occupancy status for the property.

**If property is tenant-occupied, provide:**

- ☐ Rental/Lease Agreement copy, showing that property is tenant occupied. This is to establish the tenant occupancy status for the property. The Rental/Lease Agreement must be current and unexpired.

**If there are other liens and/or judgments on or against the property, provide:**

- ☐ Payoff letters for all other liens on the property.  
☐ Copy of any judgments on the property.

**NOTE** - We may contribute up to \$8,500 or maximum amount allowable by investor of the sales proceeds toward paying off any subordinate mortgage lien holders.

**If any mortgage holder is deceased, provide:**

- ☐ Death certificate of any deceased person that had signed the Mortgage.

**NOTE** - If all Mortgagors are deceased, Power of Attorney documentation must be provided along with the death certificate(s).

**If you have filed for bankruptcy, provide BOTH:**

- ☐ Attorney consent letter.  
☐ Signed letter from the Bankruptcy Court approving the sale of the home must be submitted before completion of short sale.

**NOTE: If you have filed bankruptcy the property may be affected**, therefore we REQUIRE a signed letter from the court approving the sale of the home. Please submit copy of the court approval and complete the below fields.

- ☐ Bankruptcy attorney's information, including:

Attorney Name \_\_\_\_\_

Law Firm Name \_\_\_\_\_

Phone number ( ) - \_\_\_\_\_

Fax number ( ) - \_\_\_\_\_

Email address \_\_\_\_\_

Office Address Street: \_\_\_\_\_

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

**ADDITIONAL DOCUMENTS FOR SHORT SALE APPLICANTS ONLY**

- ☐ Fully-executed **Listing Agreement** (with commission <= 6%), and a printed copy of the **MLS listing**  
☐ Fully-executed **Real Estate Contract(s)** (=Purchase Contract or Sales Contract) PLUS any **Addenda**.  
☐ Completed & Typed **Estimated HUD-1 Settlement Statement** – MUST show the correct and complete property address  
☐ **Buyer's Proof of Funds for Cash to Close AND Financing Pre-approval Letter** (where applicable)

**IMPORTANT REQUIREMENTS:** Real estate commission must not exceed 6% of the contract sales price.  
Seller paid closing costs cannot exceed 4% of the contract sales price.





Loan Number: \_\_\_\_\_

**SECTION 18**

**AUTHORIZATION TO ACCESS PROPERTY FORM**

ONLY Deed-in-Lieu &  
Short Sale Applicants

Property address (including city, state, zip): \_\_\_\_\_

Name of contact person to gain access to property : \_\_\_\_\_

Is property on Lockbox? ☐ Yes ☐ No

If Yes, Lockbox combination? \_\_\_\_\_

Telephone number of contact: ( ) - \_\_\_\_\_

I/We hereby authorize release to Ocwen Loan Servicing, LLC or its agents to access the subject property for the purposes of obtaining an interior market analysis/appraisal in consideration for a discounted payoff. "Agents" shall include, but not be limited to, all real estate agents, attorneys, their assistants and junior lien holders. A copy of this authorization may be accepted as an original.

**SECTION 19**

**AUTHORIZATION TO NEGOTIATE WITH OTHER LIEN HOLDERS  
AND TO RELEASE INFORMATION**

ONLY Deed-in-Lieu &  
Short Sale Applicants

Borrower hereby authorizes Ocwen Loan Servicing, LLC ("Ocwen") through Altisource Solutions, Inc. ("Altisource") or through any other entity or person Ocwen may designate, to assist in negotiating a release of other liens that may exist on the Property and further authorizes Ocwen to release all Property Information and Borrower information to Altisource or any other entity or person Ocwen may designate to negotiate with other lien holders.

Borrower hereby authorizes all lien holders with regard to the above referenced property, including the specific lien holders identified below, to release to Ocwen, Altisource and/or their respective Agents (as defined below) and assigns any and all information or documentation that may be requested about the below-referenced loan/account and/or the above referenced property ("Property Information"). "Agents" shall mean, without limitation, real estate agents, attorneys, their assistants and lien holders. A copy of this *Authorization to Negotiate With Other Lien Holders and To Release Information* may be accepted as an original.

**Borrower shall include below information about any lien holder (and lien account number) of which they have knowledge of:**

Lien Holder	Lien Account Number
Lien Holder	Lien Account Number
Lien Holder	Lien Account Number

By signing below, borrower(s) acknowledge they have read, understand, accept and have received a copy of this agreement.

	Borrower Name & Signature	Date (MM DD YY)	Borrower-1 Social Security Number
	Co-Borrower-1 Name & Signature	Date (MM DD YY)	Co-Borrower-1 Social Security Number
	Co-Borrower-2 Name & Signature	Date (MM DD YY)	Co-Borrower-2 Social Security Number



Loan Number: \_\_\_\_\_

**SECTION 20**

**NON-OWNER OCCUPANT CERTIFICATION FORM**

**ONLY Deed-in-Lieu &  
Short Sale Applicants**

If property is not your primary residence AND non-borrower currently lives in the property

You are the occupant of a property that is being sold or transferred in conjunction with the U.S. Department of the Treasury's Home Affordable Foreclosure Alternative (HAFA) Program.

Because you will be required to vacate the property as a condition of the sale or transfer, you may be eligible to receive \$3,000 in relocation assistance. If you wish to be considered for this assistance, you must complete and sign this form and return it to the owner of the property (Owner).

**Occupant Information**

Occupant Name	Co-Occupant Name
Occupant's Date of Birth (MM DD YY): ____ ____ ____	Co-Occupant's Date of Birth (MM DD YY): ____ ____ ____

Property Address:

**I certify that I currently occupy the property described above (the Property) as a principal residence and, to the best of my knowledge, I am required to vacate the Property as a condition of the pending sale or transfer.**

**Dodd-Frank Certification**

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program (MHA), authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their respective agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law. This certification is effective on the earlier of the date listed below or the date this RMA is received by your servicer.

☐ **I/We do not comply with the above requirements.**

By checking this box, I/we acknowledge that I/we would make this loan ineligible for MHA program but be eligible for Ocwen's proprietary modification program.

**Non-Owner Occupant Acknowledgement and Agreement**

- 1) I authorize and give permission to the Servicer, Treasury, and their respective agents, to assemble and use a current consumer report to investigate my eligibility for HAFA relocation assistance, the accuracy of my statements and any documentation that I may provide in connection with requesting HAFA relocation assistance. I understand that these consumer reports may include, without limitation, a credit report, and be assembled and used at any point to assess my eligibility.
- 2) I understand that if I have engaged in fraud or if it is determined that any of my statements or any information contained in the documentation that I provide are materially false and that I was ineligible for relocation assistance under HAFA, the Servicer, Treasury, or their respective agents may seek remedies available at law and in equity, such as recouping any assistance I previously received.
- 3) I understand that Ocwen will collect and record personal information that I submit, including, but not limited to, my name, address, social security number and date of birth. I understand and consent to the Servicer's disclosure of my personal information and the terms of any assistance I may receive under MHA to Treasury and its agents, Fannie Mae and Freddie Mac in connection with their responsibilities under MHA, companies that perform support services in conjunction with MHA, any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services the mortgage loan(s) secured by the Property, and to any HUD-certified housing counselor assisting Owner.
- 4) I understand that the Owner may, but is not required to, request relocation assistance on my behalf, and I authorize the Owner to submit this Certification to Ocwen in connection with any such request, along with any other documentation that Ocwen may require.

The undersigned certifies under penalty of perjury that all statements in this document are true and correct.

	_____ Occupant Signature	_____ Occupant Social Security Number	_____ _____ _____ Date (MM DD YY)
	_____ Co-Occupant Signature	_____ Co-Occupant Social Security Number	_____ _____ _____ Date (MM DD YY)



## SECTION 21

## HOMEOWNER'S HOTLINE

If you have questions about this document or the Making Home Affordable Program, please call your servicer.

If you have questions about the program that your servicer cannot answer or need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673).

The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.



## SECTION 22

## NOTICE TO BORROWERS

Be advised that by signing this document you understand that any documents and information you submit to your servicer in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy of your property, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided to my Servicer in connection with the Making Home Affordable Program, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or [www.sig tarp.gov](http://www.sig tarp.gov) and provide them with your name, our name as your servicer, your property address, loan number and the reason for escalation. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.

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

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





## SECTION 23

## FREQUENTLY ASKED QUESTIONS

- 1. Will I be evaluated for the Home Affordable Modification Program (HAMP) when I submit my Request for Modification Assistance (RMA)?**  
Once we receive your **complete** RMA, we will evaluate your loan for the Home Affordable Modification Program (HAMP). If you are not eligible for HAMP, we will evaluate you for an "in-house" loan modification.
- 2. I've seen ads offering to help me avoid foreclosure for a fee. Will it cost money to get help?**  
**There should never be a fee** from your servicer or qualified counselor to obtain assistance or information about foreclosure prevention options. Unfortunately, foreclosure prevention has become a target for scam artists. Be wary of companies or individuals offering to help you for a fee. Never send a mortgage payment to any company other than the one listed on your monthly mortgage statement or one designated to receive your payments under a state assistance program. We suggest using the HUD website referenced in question 12 to locate a counselor near you. Also, please refer to the attached document called "Notice to Borrowers" for more information.
- 3. What happens to my mortgage while you are evaluating my documents?**  
You remain obligated to make all mortgage payments when they come due, even when we are reviewing your loan for assistance options.
- 4. Will the foreclosure process begin if I do not respond to this letter?**  
If you have missed four monthly payments or there is reason to believe the property is vacant or abandoned, we may refer your mortgage to foreclosure regardless of whether you are being considered for a modification or other types of foreclosure alternatives.
- 5. What happens if I have waited too long and my property has been referred to an attorney for foreclosure? Should I still contact you?**  
Yes, the sooner the better! We have a number of options available even if foreclosure proceedings have started. The sooner you contact us within the foreclosure process, the greater the likelihood that we can help you. Contact us and we can tell you which programs are still available.
- 6. What if my property is scheduled for a foreclosure sale in the future?**  
If you submit a complete 'Request for Mortgage Assistance and Hardship Affidavit' less than 37 calendar days before a scheduled foreclosure sale, there is no guarantee we can evaluate you for a foreclosure alternative in time to stop the foreclosure sale. Even if we are able to approve you for a foreclosure alternative prior to a sale, a court with jurisdiction over the foreclosure proceeding (if any) or public official charged with carrying out the sale may not halt the scheduled sale.
- 7. Will my property be sold at a foreclosure sale if I accept a foreclosure alternative?**  
No. Foreclosure proceedings will be stalled once you accept a foreclosure alternative, such as a forbearance or modification. Foreclosure will only be cancelled once you complete all necessary agreements and comply with all requirements of the program.
- 8. Will my credit score be affected by my late payments or being in default?**  
The delinquency status of your loan will be reported to credit reporting agencies as well as your entry into a Repayment Plan, Forbearance Plan, or Trial Period Plan in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements.
- 9. Will my credit score be affected if I accept a foreclosure prevention option?**  
While the affect on your credit will depend on your individual credit history, credit scoring companies would generally consider entering into a plan with reduced payments as increasing your credit risk. As a result, entering into a plan with reduced payments may adversely affect your credit score, particularly if you are current on your mortgage or otherwise have a good credit score.
- 10. Is foreclosure prevention counseling available?**  
Yes, HUD-approved counselors are available to provide you with the information and assistance you may need to avoid foreclosure. You can use the search tool at <http://www.hud.gov/offices/hsg/sfh/hcc/fc/> to find a counselor near you.
- 11. What happens once I have sent the package to you?**  
After we receive your application, we will contact you within three business days to confirm that we have received it. Next, we will review your package to determine whether or not it is complete. If your application is incomplete or missing any documentation, we will notify you within five business days. We cannot guarantee that you will receive any (or a particular type of) assistance. Within those next 30 days, we will let you know what foreclosure alternatives are available to you and what your next steps are. If you submit your complete application less than 37 days prior to a scheduled foreclosure sale date, we will strive to process your request as quickly as possible. However, you may not receive a notice of incompleteness or a decision on your request prior to sale. Please submit your application as soon as possible.



## SECTION 24

## INFORMATION ABOUT DEED-IN-LIEU OF FORECLOSURE

### 1. What is a Deed-in-Lieu of foreclosure?

A Deed-in-Lieu of foreclosure (Deed-in-Lieu) is an option to settle your mortgage. You hand the property title over to your mortgage holder. This transfers ownership to them, so you both avoid a costly and time-consuming foreclosure process.

### 2. Why is a Deed-in-Lieu a good option for me?

In many cases, a Deed-in-Lieu is a great solution for both you and Ocwen. With a Deed-in-Lieu, you could walk away with no more mortgage debt, a less negative impact on your credit than foreclosure or bankruptcy and a check for relocation assistance when you move out. Unlike a short sale, a Deed-in-Lieu does not require the time and energy associated with listing and selling your house. There are no realtors involved and you don't have to worry about getting an offer. You simply transfer the title to settle the loan.

### 3. What if I have a second mortgage or other lien against my property? Do I still qualify?

In order to participate in the Deed-in-Lieu program, your property needs to have a clear title. This means all other mortgages, plus any liens or encumbrances on the property, must be settled or paid off. However, we can negotiate on your behalf to help settle those accounts and release other liens on your title.

### 4. My home is already in foreclosure. What happens if I file for a Deed-in-Lieu?

If foreclosure proceedings are already underway, your Deed-in-Lieu submission will not automatically stop them—including those with a confirmed sale date. Be sure to discuss your options with your Relationship Manager.

### 5. How will a Deed-in-Lieu affect my state and federal income taxes?

There are possible income tax considerations, but they vary depending on the circumstances. Please contact the IRS or your tax preparer to discuss your specific tax situation.

### 6. How will you report my Deed-in-Lieu to the credit bureaus?

We will follow standard industry practice and report to the major credit reporting agencies. We have no control over, or responsibility for, the impact of this report on your credit score. For more information, visit <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>.

### 7. How will a Deed-in-Lieu affect my credit report?

A Deed-in-Lieu program will have a negative impact on your credit report. Though it is impossible to predict the exact impact for you personally, a Deed-in-Lieu may be viewed more favorably by future creditors than a foreclosure. This is just one reason why more and more people are finding that a Deed-in-Lieu of foreclosure program is a sensible option for them.

### 8. Where can I get more information about Deed-in-Lieu?

Call our Customer Care Center at 1-800-746-2936, Monday–Friday 8:00 am–9:00 pm, on Saturday 8:00 am–5:00 pm, or on Sunday 9:00 am–9:00 pm ET. Or, call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673) or 1-877-304-9709 (TTY) to speak with a HUD-certified counselor.

### 9. I am renting my house to tenants right now. Am I still eligible for Deed-in-Lieu?

Yes. Properties that are vacant or tenant occupied are now eligible for Deed-in-Lieu. This includes family members or dependents living in the property rent-free. However, if you are not living in the property, you won't be eligible for relocation assistance. Instead, your tenants would be eligible to receive relocation assistance.

### 10. I have a modification application under review—is this offer still good?

Since we want to provide homeowners with as many foreclosure alternatives as possible, if you are eligible for a modification, this offer won't work for you.

### 11. When will I receive my cash incentives? Where will Ocwen send my payment?

We will ask for your new address when we send you the final agreement and deed transfer paperwork. Make sure your new address is a physical address, not a P.O. Box. Once we receive final inspection, we cut the check and mail it to your new address.



## SECTION 25

## INFORMATION ABOUT SHORT SALES

### 1. How does a short sale work?

A “short sale” is specifically designed to help borrowers who (a) are unable to afford their first mortgage loan and (b) want to sell their home to avoid foreclosure, but the sales price may be less than what they owe on their mortgage loan. A short sale refers to selling a home “short” of, or for less than, what is owed on the mortgage loan, and using the sale proceeds to settle the full debt owed on the home. A short sale requires coordination and cooperation between several parties - the Seller, the Buyer, listing and buyer’s Real Estate Broker/Realtor, Settlement Agent, Mortgage Lender/Servicer, and/or Mortgage Insurer.

The steps to complete a short sale are listed below:

#### a. Submit a sale/settlement offer (if you have one)

Seller/Real Estate Broker receives a purchase price offer for the home (from a prospective buyer), and submits the following to Ocwen: the fully-executed sales contract (signed by all parties), a copy of the printed MLS listing, and a completed application for Short Sale.

#### b. Ocwen reviews offer

Ocwen reviews the offer and application material, and in some cases, may order an updated property valuation, within 30 days.

#### c. Ocwen approves offer (if applicable)

If Ocwen approves the offer, and agrees to settle the mortgage debt for the proposed sales price, an approval/agreement letter is issued outlining the terms and conditions of the short sale settlement.

#### d. Closing & Debt Release (if applicable)

Once the sale is complete (aka following closing), the applicant arranges for purchase funds to be wired to Ocwen, and sends Ocwen the signed agreement documents. Ocwen then provides an official release, absolving the borrower(s) from all responsibilities for repaying the mortgage. For the avoidance of doubt, Ocwen agrees that it shall not transfer any further obligations or rights to pursue further judgment or deficiencies to a third part debt-collector.

### 2. What is the Home Affordable Foreclosure Alternative (HAFA) Program – Short Sale?

HAFA is a government sponsored program designed to assist struggling homeowners with selling their home(s) rather than foreclosing. Ocwen actively participates in the HAFA program, and reviews all short sale applications for HAFA program eligibility. All eligible HAFA requests must include a fully executed Hardship Affidavit and Dodd Frank Certificate. For those loans ineligible for HAFA, Ocwen also checks qualification for our own non-HAFA alternatives.

*Potential HAFA benefits* – If a loan is HAFA eligible, the property occupants may be able to receive \$3000 in relocation assistance, to help with moving expenses. If applicable, those funds would be paid by the settlement agent and disclosed on the HUD-1 Settlement Statement. In some cases, sale proceeds may be higher than the amount need to pay off the full loan balance owed and approved closing costs, such that there is money left over after disbursing funds to Ocwen.

Vacant properties may qualify for the HAFA Program, but no relocation assistance will be paid.

### 3. What if the offer doesn’t get approved?

- If your financial situation does not fit the requirements of the HAFA program, we will automatically review your account for our “in-house” short sale program. Since it is separate from the government program, we may still be able to approve you for short sale under different guidelines.
- If the “in-house” short sale is not approved due to unacceptable sale terms (low sales price, excessive commission, etc.), you may be able to submit a revised purchase contract with a new sales price for review.

### 4. Other important information.

- Keep your house and your property in good condition and repair and cooperate with your broker to show it to potential buyers.
- Be able to provide the buyer of your home with clear title. To start, determine if you have other loans, judgments or liens secured by your home, such as a home-equity line of credit or a second mortgage. If there are such liens, these loans will need to be paid off in full or negotiated with the lien holders to release them before the closing date. Under this program, you must make sure other lien holders will agree not to pursue other legal action related to the pay off of their lien, such as a deficiency judgment. You can get help from your broker to negotiate with the other lien holders.

### 5. IRS and Credit Reporting information.

- We are required by law to report the difference between the remaining amounts of principal owed and the amount that we receive from the sale must be reported to the Internal Revenue Service (IRS) on Form 1099C, as debt forgiveness. In some cases, debt forgiveness could be taxed as income. Amounts allowed for moving expenses may also be reported as income. We suggest that you contact the IRS or your tax preparer to determine if you may have any tax liability.
- We will follow standard industry practice and report to the major credit reporting agencies that your mortgage was settled for less than the full balance. We have no control over, or responsibility for the impact of this report on your credit score.