

# Request for Mortgage Assistance

## Section 1: Borrower Information

Property Address:			Lender Name & Address: Bank of America, N.A. 6860 Argonne St, Unit A Home Retention Denver, CO 80249
Address (additional):			
City:	State:	Zip Code:	Mortgage Loan Number:
<b>Borrower:</b>	Name:		Home Phone: ( )
SSN:	Date of Birth:		Email Address:
Mailing Address (If different from above):			Cell Phone: ( )
Address (additional):			Work Phone: ( )
City:	State:	Zip Code:	Other: ( )
<b>Co-Borrower:</b>	Name:		Home Phone: ( )
SSN:	Date of Birth:		Email Address:
Mailing Address (If different from above):			Cell Phone: ( )
Address (additional):			Work Phone: ( )
City:	State:	Zip Code:	Other: ( )

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

**Section 2: Hardship Affidavit**

*Reason for Delinquency*

I am requesting review for loan assistance or a foreclosure alternative program.

I am having difficulty making my monthly payment because of financial difficulties created by (Check all that apply):

- |   |   |
|---|---|
| <input type="checkbox"/> <i>My household income has been reduced. Example: Unemployment, underemployment, reduced pay or hours, decline in business earnings, death, disability, or divorce of a borrower or co-borrower.</i> | <input type="checkbox"/> <i>My monthly debt payments are excessive, and I am overextended with my creditors. Debt includes credit cards, home equity, and other debts.</i>                |
| <input type="checkbox"/> <i>My expenses have increased. Example: Monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities, or property taxes.</i>                             | <input type="checkbox"/> <i>My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time.</i> |
| <input type="checkbox"/> <i>I am unemployed and (1) I am receiving/will receive unemployment benefits or (2) my unemployment benefits ended less than 6 months ago.</i>   | <input type="checkbox"/> <i>Other (Please provide a detailed explanation):</i>  |

Explanation (continue on a separate sheet of paper if necessary):

Additional documentation may be required to support the hardship indicated above.

Please provide proof of hardship.

**Section 3: Household Composition and Income**

Name:		Name:		Name:		Name:	
Borrower:		Borrower:		Relationship to Borrower:		Relationship to Borrower:	
Current Monthly Gross Income		Current Monthly Gross Income		Current Monthly Gross Income		Current Monthly Gross Income	
Employment Wages	\$	Employment Wages	\$	Employment Wages	\$	Employment Wages	\$
Social Security/Retirement/Public Assistance	\$	Social Security/Retirement/Public Assistance	\$	Social Security/Retirement/Public Assistance	\$	Social Security/Retirement/Public Assistance	\$
Disability	\$	Disability	\$	Disability	\$	Disability	\$
Child Support/Alimony <sup>1</sup>	\$	Child Support/Alimony <sup>1</sup>	\$	Child Support/Alimony <sup>1</sup>	\$	Child Support/Alimony <sup>1</sup>	\$
Unemployment	\$	Unemployment	\$	Unemployment	\$	Unemployment	\$
Rental	\$	Rental	\$	Rental	\$	Rental	\$
Non-Borrower/Other	\$	Non-Borrower/Other	\$	Non-Borrower/Other	\$	Non-Borrower/Other	\$
Total	\$	Total	\$	Total	\$	Total	\$

1. You are not required to disclose Child Support, Alimony, or Separation Maintenance payments that you receive, unless you want us to consider such payments when we evaluate you for loan assistance options.

**Borrower Income Details**

Please indicate whether or not your income is received for the full 12 months. (For example: "I am a teacher and receive my pay over 9 months instead of 12 months.")

I receive the income listed over the full 12 months (please mark "Yes" or "No"):

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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If no above, please indicate the total number of months you receive this income (1-11):

_____ Mo(s)
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**Co-Borrower Income Details**

Please indicate whether or not your income is received for the full 12 months. (For example: "I am a teacher and receive my pay over 9 months instead of 12 months.")

I receive the income listed over the full 12 months (please mark "Yes" or "No"):

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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If no above, please indicate the total number of months you receive this income (1-11):

_____ Mo(s)
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**Please note:** If the income of a non-borrower household member is offered to qualify for the modification, the FHA-HAMP program requires that each such non-borrower assume personal liability for the modified loan, as well as sign the Trial Period Plan agreement and permanent modification documents. The assumption will only occur if the Trial Period Plan is successfully completed, and the permanent modification documents are signed and returned in the time required.

<b>Section 4: Liquid Assets</b>
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Please indicate your current balances.

Please note: Exclude accounts designated for retirement or education (e.g., 401k, IRA, 529 plans)

Type of Account	Current Balance	Bank
Checking	\$	
Savings/Money Market	\$	
Brokerage Accounts	\$	
Additional Accounts	\$	
Additional Accounts	\$	
Additional Accounts	\$	

**Section 5: Monthly Expenses**

Include loan payments or other expenses deducted from paycheck

<b>Monthly Expenses</b>	<b>Monthly Payment</b>	<b>Comments</b>
Electricity	\$	
Home Phone/Internet	\$	
Natural Gas/Propane	\$	
Cable TV	\$	
Cell Phone	\$	
Sewer/Water	\$	
Car Payment	\$	
Groceries/Food	\$	
Child/Elder Care	\$	
Auto Maintenance/Gas	\$	
Property Taxes and Homeowner's Insurance (If not included with your mortgage payment)	\$	
Medical/Dental	\$	
Auto Insurance	\$	
Health Insurance	\$	
Life Insurance	\$	
Apparel and Services	\$	
Dry Cleaning	\$	
Housekeeping Supplies	\$	
Personal Care Products and Services	\$	
Education	\$	
Church/Club	\$	
Homeowners Association (HOA) Dues	\$	
Parking	\$	
Union Dues	\$	
Pet Expenses	\$	
Alimony/Child Support (Provide documentation)	\$	
Other Line of Credit (Please specify)	\$	
Other Line of Credit (Please specify)	\$	
Other Line of Credit (Please specify)	\$	
Other (Please specify)	\$	
Other (Please specify)	\$	

Other (Please specify)	\$	
<b>TOTAL</b>	<b>\$</b>	

**Please note:** Living expenses along with any other expenses (e.g. food, housekeeping supplies, apparel and services, personal care products and services, and miscellaneous) must be supported by bills and receipts. If supporting documentation is not supplied, allowances for the five necessary expenses established as national standards for food, clothing, and other items as part of the IRS Collection Financial Standards will be used in effort to support any evaluation.

[irs.gov/pub/irs-utl/national\\_standards.pdf](https://irs.gov/pub/irs-utl/national_standards.pdf)

**Section 6: Acknowledgement and Agreement**

1. All of the information in the Request for Mortgage Assistance (RMA) is truthful.
2. The Servicer, applicable federal and state government entities, the owner, insurer, and guarantor of my mortgage loan, and 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 or other applicable law.
3. I authorize the Servicer, and its agents and assigns, to obtain, assemble and/or use a current consumer report on me, and to investigate my eligibility for assistance and the accuracy of my statements and any documents that I provide in connection with my RMA. These consumer reports may include, without limitation, a credit report, and may be assembled and used at any point during and after the application process to assess each borrower's eligibility. I further authorize the Servicer and Other Loan Participants to obtain, use and share tax return and tax transcript information for purposes of determining or confirming my eligibility for mortgage assistance, verifying data, maintaining, managing, auditing, monitoring, servicing, enforcing, selling, insuring and securitizing my loan, or for any other purpose permitted by applicable law. The term Servicer includes Servicer's affiliates, agents, service providers, and any of their respective successors and assigns. The term Other Loan Participants includes any actual or potential owners of the loan, or acquirers of any beneficial or other interest in the loan, any mortgage insurer, guarantor, any servicers or service providers for these parties, and any of their respective successors and assigns.
4. If I have intentionally defaulted on my existing mortgage or engaged in fraud, or if any statement or information in the documents that I provide is deemed materially false and that I was ineligible for assistance, the Servicer or its agents, may terminate my participation, including any right to future benefits and incentives that otherwise would have been available and also may seek other remedies available at law and in equity, such as recouping any benefits or incentives that I 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 timely to all Servicer communications. **Time is of the essence.**
7. If I am eligible for assistance and accept the terms of a notice, plan, or agreement, I agree that the terms of this Acknowledgment and Agreement are fully incorporated into such notice, plan, or agreement by reference. My first timely payment, if required, after my Servicer's notification of my eligibility or prequalification for assistance may, at my Servicer's option, serve as my acceptance of the terms set forth in that notice, plan, or agreement.
8. My Servicer will collect and record personal information that I submit during the evaluation process, such as my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about my account balances and activity.
9. I consent to being contacted about this RMA at any e-mail address or telephone number I have provided to the Servicer, including text messages and telephone calls.

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

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**AUTHORIZATION FORM**  
**(Working with a third party)**

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

I hereby authorize Bank of America, N.A. 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, Bank of America, N.A. is hereby authorized to negotiate the terms of a mortgage assistance agreement with my Designated Agent and to deliver documents to my Designated Agent that concern my request for payment assistance. I understand that I will be fully responsible for reviewing any information that is sent by Bank of America, N.A. to my Designated Agent. This Authorization will remain effective until I specifically notify Bank of America, N.A.'s Home Retention Division in writing that this Authorization is of no further force and effect.

My Designated Agents are:

\_\_\_\_\_  
(Insert name of Designated Agent)

\_\_\_\_\_  
(Insert contact number)

\_\_\_\_\_  
(Insert name of Designated Agent)

\_\_\_\_\_  
(Insert contact number)

\_\_\_\_\_  
(Insert name of Designated Agent)

\_\_\_\_\_  
(Insert contact number)

Borrower: \_\_\_\_\_  
Signature

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

Co-Borrower: \_\_\_\_\_  
Signature

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

John Smith

555 Anonymous Rd

Salt Lake City, UT 84101

Loan Number: 1234567890

DATE

Utah State Bank

1234 Utah Way

Salt Lake City, UT 84101

RE: Financial hardship

Dear Sir or Madam:

This letter is a formal request to short sell my house due to financial hardship.

Company downsizing at my place of employment effectively eliminated my position, resulting in my inability to make mortgage payments for the past six months. While I recently obtained another position elsewhere, my salary is substantially less than what I was previously earning, as the enclosed attachments will indicate. I have incurred over \$10,000 in credit card debt during my unemployment. My mother has terminal cancer and has moved in with us so my spouse has been forced to take FMLA to care for her during this time. As you can see, my situation is quite dire and is not expected to improve anytime soon.

As much as I would like to maintain my financial obligations with you, present circumstances do not allow me to. I believe the only viable solution which would suit our mutual interests would be a short sale. Considering the house is in fair condition (roof leaks and central HVAC is not working) and could not easily be sold for market value, should the short sale of my house be approved, I can subsequently avoid foreclosure proceedings.

My Realtor believes a buyer could be found promptly rather than face any lengthy foreclosure proceedings.

I appreciate your time in considering my request. If you have any questions or need further documentation, I can be reached at (555) 555-5555 or john@smith.com

Sincerely,

John Smith

Loan Number: 1234567890

Utah State Bank

List of Enclosures