

FORECLOSURE PREVENTION PROGRAM AGREEMENT

Property Address: _____

HOMEOWNER(s), _____,
has applied to participate in RICH SZERMAN'S Homeowner Foreclosure Prevention Program. This program is designed to assist HOMEOWNERS in financial distress. RICH SZERMAN is providing these services to financially distressed HOMEOWNERS at no charge. However, **should HOMEOWNER list for sale, market for sale, sell, convey, lease, or otherwise offer for sale or transfer the property within 60 months of this agreement, HOMEOWNER will be required to pay a fee to RICH SZERMAN equivalent to 1% of the property's sales price or market value at the time of transfer.** If you hire RICH SZERMAN as your real estate agent and a full commission is earned by RICH SZERMAN this amount is waived in its entirety.

Homeowners Initials _____ / _____

HOMEOWNER agrees to always be honest and forthright with RICH SZERMAN and his team.

RICH SZERMAN agrees to work diligently on HOMEOWNER'S behalf and to use all reasonable efforts to obtain a successful result for HOMEOWNER.

RICH SZERMAN agrees to interview the HOMEOWNER and obtain and review information about the current loans and other liens against the property.

RICH SZERMAN agrees to vigorously seek from the Lender(s), Servicer(s) and/or lien holder(s) foreclosure prevention alternatives which may include, but are not limited to, an offer to the HOMEOWNER of a loan modification, loan forbearance, managed settlement, re-forecasting of the loan, loan deferment, postponing of trustee sale, or other foreclosure prevention which will allow the HOMEOWNER to remain in the property while making affordable payments.

RICH SZERMAN and his team agree to contact the Lender(s) and/or other lien holder(s) to discuss and negotiate all information and application requests from the Lender(s) and/or lien holder(s) and then to assist HOMEOWNER in preparing all information packages including supporting documents for submission to the Lender(s) and/or lien holders.

RICH SZERMAN and his team agrees to communicate regularly with Lender(s) and other lien holders to attempt to negotiate and obtain more favorable terms for the HOMEOWNER.

RICH SZERMAN will assist HOMEOWNER in understanding and evaluating any foreclosure prevention alternative terms that may be offered by the Lender(s) and/or other lien holder(s) such as loan modification, managed settlement, loan re-forecasting, or other foreclosure alternatives.

RICH SZERMAN and his team will, on HOMEOWNER'S behalf, attempt to obtain one or more of the following types of foreclosure prevention, loan modification, or other alternative offers:

- Reduce fixed interest rate
- Modify adjustable interest rate to fixed interest rate
- Reduce principal balance on loan
- Extend term of loan
- Add any past due amounts to principal balance
- Reforecast loan term and payments
- Emergency bailout loan
- Refinance entirety of loan
- Managed settlement
- Discounted payoff demand
- Short Sale approval *
- Deed-in-Lieu *

**Short Sale and Deed in Lieu both require the sale or surrender of the property and are only a last resort.*

** Rich Szerman And his team will solicit offers from your mortgage servicer or any alternative sources of relief available.*

** Homeowner may choose to accept or reject any options Rich Szerman and his team are able to procure on homeowners' behalf.*

HOMEOWNER agrees to complete the provided the 3rd Party Authorization, This Agreement, Financial Worksheet, and to provide copies of their most recent Mortgage Statements as soon as possible. In addition, HOMEOWNER must provide RICH SZERMAN with the following:

- Hardship Letter from HOMEOWNER
- Last 3 Months Bank Statements (All pages)
- Last 2 Years Tax Returns
- If Self Employed – Last 2 Years Profit & Loss Statements
- 2 Most Recent Mortgage Statements on all loans
- Any correspondence to or from Lender(s), servicers, and all other lien holders
- Completed Financial Worksheet
- Last 2 pay period pay stubs
- Last 2 year's W-2's and/or 1099's
- Recent Property Tax Bill
- Recent Hazard Insurance Bill

HOMEOWNER must disclose all matters affecting title to the property. All liens, debts, or potential known future liens must be disclosed to RICH SZERMAN.

HOMEOWNER agrees to cooperate fully with RICH SZERMAN and his team. HOMEOWNER agrees to promptly provide all information and supplemental information requested by RICH SZERMAN or Lender(s) and/or lien holder(s).

HOMEOWNER understands that RICH SZERMAN provides free services to many distressed homeowners. It is the commission RICH SZERMAN and his team earn from other real estate services and activities that funds these community services.

HOMEOWNER agrees NOT to list their property for sale, with or without a realtor, or otherwise engage additional real estate professionals without giving RICH SZERMAN notice. Should HOMEOWNER engage additional real estate professionals RICH SZERMAN reserves the right to close HOMEOWNERS file and end his representation of HOMEOWNER.

HOMEOWNER acknowledges that they have NOT been advised to stop making payments on the property. HOMEOWNER has NOT been advised to stop making property tax, insurance, or homeowner association payments on the property. If HOMEOWNER fails to pay regular monthly mortgage payments when due, HOMEOWNER risks the loss of their home and damage to their credit rating.

HOMEOWNER acknowledges that they have NOT been advised to stop communicating with their lender or servicer. HOMEOWNER is free to communicate with whomever they would like regarding their foreclosure defense. RICH SZERMAN and his team only ask if HOMEOWNER does communicate with anyone regarding their foreclosure defense HOMEOWNER takes notes and makes RICH SZERMAN and his team aware of all communications.

HOMEOWNER agrees to always communicate promptly with RICH SZERMAN and his team and to keep RICH SZERMAN advised of any address, phone # or other contact information changes.

HOMEOWNER understands that RICH SZERMAN'S Foreclosure Prevention Program provides foreclosure prevention services for free to financially distressed homeowners. These free services are limited in scope. Any additional services, including any services provided in the context of a discounted payoff, managed settlement, lease or real estate sales transaction, including a short sale, are subject to a separate negotiation for any fees charged.

HOMEOWNER acknowledges being advised that when implementing a foreclosure prevention strategy, no particular outcome can be guaranteed. Each situation, each HOMEOWNER, each Lender, each lien holder, and each property present a different and unique set of circumstances. Lender(s) have no obligation to modify the terms of the loan and may not agree to make any changes or may agree to make changes that are insufficient to help HOMEOWNER stay in the property.

HOMEOWNER is free to stop using RICH SZERMAN and his team's services at any time.

HOMEOWNER may accept or reject any offer of mortgage assistance or other foreclosure prevention programs RICH SZERMAN and his team obtain for HOMEOWNER from the Lender(s) and/or lien holder(s). HOMEOWNER is NOT compelled to accept any offer of loan modification or other foreclosure prevention option from their mortgage lender, servicer, or other institution or program.

This package of documents does not take the place of legal or tax advice. If HOMEOWNER has legal or tax questions HOMEOWNER is encouraged to contact a qualified attorney or tax professional. HOMEOWNER is advised RICH SZERMAN is not providing any legal or tax advice.

RICH SZERMAN and his team are not associated with, or approved by, the United States Government or any lender or servicer. RICH SZERMAN is NOT an attorney. RICH SZERMAN is NOT an accountant. RICH SZERMAN and his team are independent real estate professionals with years of experience preventing foreclosures.

Date: _____

Homeowner - Signature

Homeowner - Signature