













# REQUEST FOR MORTGAGE ASSISTANCE FORM

**Important!** To avoid delays, please make sure all pages are complete and accurate.

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

## Section I INFORMATION FOR GOVERNMENT MONITORING PURPOSES

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

<b>Borrower:</b> <input type="checkbox"/> I do not wish to furnish this information	<b>Co-Borrower:</b> <input type="checkbox"/> I do not wish to furnish this information
<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
<b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	<b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male	<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male

## HOMEOWNERS HOTLINE

***If you have questions about this document or the general modification process, please call your Servicer. If you have questions about government programs that your Servicer cannot answer or need further counseling, you can call the Homeowner's HOPE™ Hotline at 888-995-HOPE (4673). The Hotline can help answer questions about the program and offers free HUD-certified counseling services in English and Spanish.***



## 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 the occupancy in your home, 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 Lender 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 misrepresentation 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.sigtarp.gov](http://www.sigtarp.gov). Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.



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### Section J

## ACKNOWLEDGMENT AND AGREEMENT

***In making this request for consideration, I certify under penalty of perjury:***

1. I understand the Servicer may pull a current credit report on all borrowers obligated on the Note.
2. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
3. If I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents, or am currently entitled to the protections of any automatic stay in bankruptcy, I acknowledge that the Servicer is providing the information about the mortgage relief program at my request and for informational purposes, and not as an attempt to impose personal liability for the debt evidenced by the Note.
4. I understand that if the Servicer offers me a Trial Period Plan and I fail to accept or complete the trial plan for any reason, including, for example, declining the trial plan offer, failing to accept the trial plan offer, failing to make trial plan payments in a timely manner or failing to accept a final modification at the end of the trial period, I may permanently lose eligibility for a modification under the Making Home Affordable Program and any other modification program offered by the Servicer.
5. If I am eligible for a Trial Period Plan, Repayment Plan or Forbearance Plan, and I accept and agree to all terms of such plan, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such plan by reference as if set forth in such plan in full. My first timely payment following my Servicer's determination and notification of my eligibility or prequalification for a Trial Period Plan, Repayment Plan or Forbearance Plan (when applicable) will serve as acceptance of the terms set forth in the notice sent to me that sets forth the terms and conditions of the Trial Period Plan, Repayment Plan or Forbearance Plan.
6. I agree that when the Servicer accepts and posts a payment during the term of any Repayment Plan, Trial Period Plan or Forbearance Plan it will be without prejudice to, and will not be deemed a waiver of, the acceleration of my loan or foreclosure action and related activities and shall not constitute a cure of my default under my loan unless such payments are sufficient to completely cure my entire default under my loan.
7. I agree that any prior waiver as to my payment of escrow items to the Servicer in connection with my loan has been revoked.
8. If I qualify for and enter into a Repayment Plan, Forbearance Plan or Trial Period Plan, I agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on my loan.
9. I consent to being contacted concerning this request for mortgage assistance at any email address or cellular or mobile telephone number I have provided to the Lender. This includes text messages and telephone calls to my cellular or mobile telephone.
10. That all of the information in this document is truthful and the hardship(s) identified on page 2 is/are the reason that I need to request a modification of the terms of my mortgage loan, a short sale or a deed-in-lieu of foreclosure.
11. I understand that the Servicer, the U.S. Department of the Treasury, owner or guarantor of my mortgage or their agents may investigate the accuracy of my statements and may require me to provide additional supporting documentation. I also understand that knowingly submitting false information may violate federal and other applicable laws.
12. 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 the Making Home Affordable Program (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.
13. The property that I am requesting mortgage assistance for is able to be lived in, and it has not been or is not at risk of being condemned. There has been no change in the ownership of the property since I signed the documents for the mortgage that I want to modify.
14. I am willing to provide all requested documents and to respond to all Servicer questions in a timely manner. I understand that time is of the essence.
15. I understand that the Servicer will use the information in this document to evaluate my eligibility for a loan modification or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me assistance based solely on the statements in this document or other documentation submitted in connection with this request.
16. I understand that the Servicer will collect and record personal information, including, but not limited to, my name, address, telephone number, Social Security number, credit score, income, payment history, government monitoring information and information about account balances and activity. I understand and consent to the disclosure of my personal information and the terms of any mortgage relief or foreclosure alternative that I receive by the Servicer to (a) the U.S. Department of the Treasury; (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or Servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services in conjunction with any other mortgage relief program; and (e) any HUD-certified housing counselor.
17. I understand that I have the right to a copy of any property valuation used in connection with the decision on the request for a modification. If I want to receive a copy of the valuation, I will submit a request with my name, address and loan number within 90 days of the date that the Servicer makes a decision on my request.
18. If I or someone on my behalf has submitted a Fair Debt Collection Practices Act Cease and Desist notice to my Servicer, I hereby withdraw such notice and understand that the Servicer must contact me through the loan modification process or to find other alternatives to foreclosure.



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**By signing this document, I/we certify that all the information is truthful. I/We understand that knowingly submitting false information may constitute fraud.**

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

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Date**

### TO BE COMPLETED BY INTERVIEWER

<b>This request was taken by:</b>  <input type="checkbox"/> Face-to-Face Interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet  <b>Loan Number</b> _____	Interviewer's Name (print or type) & I.D. Number	Name/Address of Interviewer's Employer	
	Interviewer's Signature		Date
	Interviewer's Phone Number (include area code)	Servicer/Interviewer's Email Address	
	Interviewer's Fax Number		