



**LOSS MITIGATION APPLICATION  
ACKNOWLEDGEMENT AND AGREEMENT**

In making this request for consideration under your loss mitigation program, I certify under penalty of perjury;

1. That all of the information in this document is truthful and the event(s) identified on page 3 is/are the reason that I need to request a modification of the terms of my mortgage loan, short sale or deed-in-lieu of foreclosure.
2. I understand that the Servicer, Tower Federal Credit Union, or its agents may investigate the accuracy of my statements and may require me to provide supporting documentation. I also understand that knowingly submitting false information may violate the law.
3. I understand the Servicer will pull my current credit report on all borrowers obligated on the Note.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this document, the Servicer may cancel any loss mitigation agreement and may pursue foreclosure on my property.
5. That my Property is owner occupied; I intend to reside in this property for the next twelve months; I have not received a condemnation notice; and there has been no change in the ownership of the Property since I signed the documents for the mortgage that I want to modify.
6. I am willing to provide all requested documents and to respond to all Servicer questions in a timely manner.
7. 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.
8. I am willing to commit to housing counseling if it is determined that my financial hardship is related to excessive debt.
9. 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 loss mitigation agreement to any third party that needs this information to process this application, including but not limited to: any investor, insurer, guarantor or Servicer that owns, insures, guarantees or services my first lien or subordinate liens (if applicable) mortgage loan(s) any companies that perform support services in conjunction with my mortgage; any HUD-certified housing counselor; and government regulators.

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Borrower Signature

Date

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Co-Borrower Signature

Date

7901 Sandy Spring Road/Laure, Maryland 20707/240-459-1763/1-866-538-6937/Fax 301-617-0946

## LOSS MITIGATION OPTIONS AND ELIGIBILITY REQUIREMENTS

Please see the options below and eligibility requirements for possible workout options for the loan that is the subject of this Notice or filing.

### OPTIONS FOR KEEPING YOUR HOME

- **Repayment Plan** – A temporary agreement which allows for repayment of the unpaid past-due debt along with continued regular mortgage payments. The unpaid past due debt may include principal, interest, fees, and/or cost incurred by the lender.

Eligibility Requirements for this option require a portion of the unpaid past due debt as a down payment, with the remainder of the unpaid debt being spread out over a period of months. You will make the additional payment along with your regular monthly mortgage payment. In order to qualify for this option, you must be able to make the required payments outlined in the plan.

- **Loan Reinstatement** – If you have the financial ability to bring your loan current, your lender/servicer will accept the funds needed to bring the loan current until the day of your foreclosure sale. In addition to the monthly mortgage payment, late fees and other amounts due on your loan obligation you may be required to pay all outstanding attorney fees and costs of collections.
- **Loan Modification** – A loan modification allows you the option to repay the loan on a newly agreed upon terms, which may include lowering the interest rate, placing the past due at the end of the loan, and/or extending the term of the loan.

Eligibility Requirements for a loan modification are determined by your ability to pay (which may require a down payment), the current value of the home, and the hardship suffered.

- **Temporary Forbearance Agreement** – An agreement whereby the lender agrees not to proceed with foreclosure and/or collection of payments, for a period of time, to allow you the time to reestablish the ability to make the required payments.

Eligibility Requirements for this option are determined on your current ability to pay and the nature of the hardship experienced.

**Maryland HOPE Hotline:**

Call the Maryland HOPE hotline at 1-877-462-7555 or go to [www.MDHOPE.org](http://www.MDHOPE.org) for information on housing counseling.

**OPTIONS FOR YOU IF YOU DO NOT WISH AND/OR MAY NOT BE ABLE TO AFFORD TO KEEP THE PROPERTY**

- **Deed-In-Lieu** – An option that allows you to voluntarily deed your property to the owner of your mortgage in order to avoid foreclosure. In return, you agree to vacate the property on an agreed upon date leaving the property in “broom swept” condition. You must allow the lender/servicer access to inspect your property (which may include the interior of the home should such a request be made).

Eligibility Requirements include your inability to pay the debt. Your lender may ask you to complete a financial questionnaire (which may require a hardship letter). Also there can be no other liens or judgments against the property other than your mortgage obligation that is currently in default. In other words, title must be “clear and marketable”. In some circumstances your lender may want you to prove that your taxes, insurance, utilities and HOA dues are current.

- **Short Sale** – This option allows you to avoid foreclosure by selling your property for less than the total amount owed on the account (subject to agreement by your servicer/lender), resulting in the release of the servicer/lender’s lien on your home.

In order to be eligible you must no longer be able to maintain the mortgage payments, and you must demonstrate that the current property value is below your current indebtedness. The lender may ask you to complete a financial questionnaire (which may require a hardship letter) in order to evaluate your ability to pay the debt. The property must be listed with a real estate agent. You must have a buyer willing to purchase the property for the current fair market value. You must provide an arms-length Real Estate Purchase Agreement (with no contingencies), estimated Settlement Statement and Listing Agreement to the servicer for review. If requested, you must allow the lender/servicer access to appraise/value your property.

- **Temporary Suspension of Payments** – This option allows you to stop making payments on the loan to allow the sale of the property. The sale should completely payoff your loan

Eligibility requirements are that the property has enough value so that the sale of the property will pay off the full amount of the loan (which includes and fees and/or costs incurred by the lender). You must have the property listed with a real estate agent. Also the lender must agree not to proceed with foreclosure for an agreed upon period of time to allow borrower time to sell the property. Usually, the amount of time allowed will be based upon the value of the property, the likelihood of obtaining a sufficient price, and any other financial circumstances that may be relevant.