

Loan Modification Package

helping you, SAVE your dream!

Realty Financial

Office: (650) 585-7116 · Fax: (650) 240-0625

<http://www.realtyfinancial.us>

MORTGAGE NEGOTIATION AGREEMENT

THIS AGREEMENT is made and entered into this day ____ of _____, 20_____, by and between _____, located at _____, hereinafter referred to as "Client", and Softerinox, Inc. dba Realty Financial, hereinafter referred to as "Negotiator".

WHEREAS, Client holds and owns a certain note in the face amount of \$_____ bearing interest at the rate of _____(____ %) percent per annum, with a remaining unpaid principal on the date hereof of approximately \$_____, hereinafter referred to as the Note, and secured by a mortgage or trust deed on certain real estate ("Property) within the County of _____, State of _____, the street address of which property is: _____

_____ hereinafter referred to as the Mortgage.

WHEREAS, the Client desires to employ the Negotiator to renegotiate the Mortgage on more favorable terms.

WHEREAS, the Negotiator desires to accept such employment and to use his best efforts to renegotiate Client's Mortgage on more favorable terms, including, but not limited reduction of principal and/or interest;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and Negotiator do hereby agree:

1. The Client represents and warrants that he is the exclusive owner of the Property and that he has good right and lawful authority to negotiate said Mortgage.
2. In consideration of the Agreement of the Negotiator to use its best efforts to renegotiate the Mortgage on favorable terms, the Client hereby gives the Negotiator the exclusive right to negotiate with lender on his behalf in connection with said upon such different terms as may be hereinafter accepted by the Client.

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3. The term of this Agreement shall be months, beginning on the date and execution hereof by both parties, and ending on the day _____ of _____, 20____, unless extended by the parties.

4. The Client agrees that interest on encumbrances, taxes, insurance, and rents, if applicable, shall be prorated at the acceptance of the new terms with a lender and upon subsequent closing all existing liens shall be paid by the Client, prior to or at the time of closing.

5. The Client agrees that it will not, during the term of this Agreement, or any extension thereof, sell the Property or any portion thereof, or otherwise encumber the Property.

6. The Client agrees to pay to the Negotiator, in the event of acceptable renegotiation with a lender, at the time of closing of the Mortgage transaction, a commission of \$_____ or (_____ %) percent of the current Mortgage amount for the Property, irrespective of whether said negotiations with a lender are effected by the Negotiator, any cooperating Negotiator, any third party, or the Client, or in the event that within sixty (60) days after the termination of this Agreement.

7. The Negotiator, any cooperating Negotiator, or any authorized escrow working with Negotiator, is hereby authorized to accept and hold, on behalf of the Client, any and all money paid as a deposit or binder in regard to the newly negotiated Mortgage, in accordance with the laws of the State of California.

8. It is expressly understood that this Agreement in no way guarantees a successful renegotiation of the Mortgage; however, the Negotiator does guarantee that it will use its continued best efforts to negotiate with a lender during the term of this Agreement.

9. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, such invalidity shall not affect any other provision of this Agreement.

10. This Agreement contains the entire agreement of the parties and no oral statements or prior agreements shall have any force and effect. This Agreement shall not be modified except by a writing executed by both parties hereto.

11. This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of California . The Parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Los Angeles County, State of California . In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

12. The covenants and agreements contained herein are binding upon the parties hereto and their respective heirs, successors, legal representatives and assigns, as the case may be.

13. It is expressly agreed that this Agreement will not be recorded in any form in the public records of any county.

14. Neither party may assign this Agreement without the express written consent of the other.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

_____ Date: _____

Client

_____ Date: _____

Negotiator

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Requirement Checklist

Please send us copies of the following documents. If you choose to send us the originals they will be returned in approximately 48 hours after receipt.

1. Tax returns for 2 years and proof of extension, if such or W-2's for the past two years and paystubs for the past 2 pay periods. If more than one borrower, please provide for both.
2. Bank Statements for the past 3 months - preferably checking accounts.
3. Home Insurance, if Single Family or HOA bill or HOA amount if condo
4. Mortgage Statement*
5. Utility Bills.
6. Property Tax Statements
7. Hardship Letter (please contact us for more info)
8. Signed Borrowers Authorization (Attached)
9. Copy of the credit report or SS# so we can pull one.
10. Signed Mortgage Agreement (Attached)
11. Processing fee payment via Check, cash, or credit card (Credit Card authorization form if paid by the credit card)

* Please include Rent Roll for all investment properties

Payment Instructions

By Credit Card

Fill out and return the enclosed credit authorization form.

You may fax to (650) 240-0625 or email your representative directly.

Or Pay by Phone

You may call us at (650) 585-7116 and process your credit card over the phone.

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Credit Card Authorization

Credit Card Type: _Amex _ Visa _MC

Credit Card No.:

Expiration Date:

Cardholder's Name:
(Please print as it appears on card)

Billing Address of Credit Card:

Cardholders Phone No. -

If Corporation Card, Corp. Name:_____

Phone No. ()_____

I hereby authorize Softerinox, Inc dba Realty Financial to charge my credit Card in the amount :

Signature of Cardholder:_____

Date:____/____/____

PLEASE DO NOT WRITE BELOW THIS LINE

Transaction Processed by:

Date:

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<http://www.realtyfinancial.us>

CREDIT CARD AUTHORIZATION
*Please complete and return via fax to 650-240-0625
or email to info@realtyfinancial.us*

DATE:

To:

SOFTERINOX, INC dba REALTY FINANCIAL

ITEM DESCRIPTION: Loan Modification Services

FROM: _____

YOUR NAME _____

CREDIT CARD BILLING ADDRESS _____

CITY STATE ZIP _____

HOME PHONE WORK PHONE _____

BY THIS MEMO, I AUTHORIZE SOFTERINOX, INC. dba REALTY FINANCIAL TO BE PAID FOR THE TRANSACTION OF THE ABOVE-REFERENCED COMPANY IN THE AMOUNT OF _____ BY USING THE CREDIT CARD LISTED BELOW. THIS CREDIT CARD WILL ONLY BE CHARGED IN THE EVENT OF SUCCESSFUL MODIFICATION AS AGREED IN MORTGAGE NEGOTIATION AGREEMENT.

[] MASTERCARD [] VISA [] AMEX [] DISCOVER

CREDIT CARD NUMBER _____

EXACT NAME AS IT APPEARS ON THE CARD _____

EXPIRATION DATE _____

CVV/CVC (3 OR 4 digit number on front or back of your card) _____

I UNDERSTAND THE CHARGE FOR THE ABOVE SERVICE IS NON-REFUNDABLE, NONREVOCABLE AND NON-CONTESTABLE. I WAIVE MY RIGHT OF REFUND AND/OR TO DISPUTE THE CHARGE.

AUTHORIZED SIGNATURE OF CREDIT CARD HOLDER

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AUTHORIZATION FOR REPRESENTATION

Name of Client: _____

I do hereby designate the SOFTERINOX, Inc dba REALTY FINANCIAL, its representatives and staff members as my authorized representatives in relation to negotiating or modifying my loan and in connection to the above-referenced account. You are hereby authorized to discuss this matter and are directed to cooperate with the SOFTERINOX, Inc dba REALTY FINANCIAL in their efforts on my behalf.

Please direct all correspondence related to this matter to our office.

Dated: _____

Client Signature: _____

Client Name: _____

SS#: _____

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