

## American Mortgage Modification Services, Inc.

### MITIGATION SIGN UP PROCEDURE

When signing up a new client for mitigation services, you the **IBC** (Independent Business Consultant) must obtain all items listed on the **New Client Submission Form/Cover Sheet** prior to submitting the client file for processing.

The **IBC** must submit the cover sheet and all file information from the checklist, along with the appropriate processing fee to **American Mortgage Modification Services, Inc.** for processing within 48 hours of receipt. These items must be submitted to our processing center located at 9712 Fair Oaks Blvd. Suite C., Fair Oaks CA 95628.

Upon receipt you the **IBC** will be notified as soon as a mitigation offer has been received so that you may follow up with your client. Please advise your clients that the mitigation process can take between two to eight weeks and in a few instances even longer, however they will receive periodic e-mail updates as to the status of their mitigation. It is important to obtain your client(s) e-mail address so that this notification goes smoothly.

Once **American Mortgage Modification Services, Inc.** receives the file we will fully prepare the mitigation package and submit it to the lender. **American Mortgage Modification Services, Inc.** shall be responsible for all lender contact and negotiation. Whereas some requests by the lender are time sensitive, your client may be contacted directly by **American Mortgage Modification Services, Inc.** to obtain further information as it relates to their file. **American Mortgage Modification Services, Inc.** will advise you of such communication and keep you informed through each step of the process.

If **American Mortgage Modification Services, Inc.** is unsuccessful in obtaining a Loan Modification, **American Mortgage Modification Services, Inc.** will discuss with you and / or your client the other options available to them.

Please feel free to contact us should you have any questions. 866-309-6626

**American Mortgage Modification Services, Inc.**

**NEW CLIENT SUBMISSION FORM/COVER SHEET**  
**(Fax to 916-965-5726)**

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Consultants Name:

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Borrowers Name:

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Co-Borrowers Name:

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Address:

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City:

State:

Zip Code:

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Phone:

E-Mail:

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**All Submissions Should Include the following (Please Check):**

- Cashier's Check or Money Order made out to **American Mortgage Modification Services, Inc** for the **Amount of \$2995.00**
- New Client Submission Form - This Page Filled Out
- Completed/ Signed - Loan Mitigation/Short Sale Processing Agreement
- Signed - Notice of Right to Cancel
- Signed - Borrower's Authorization
- Financial Statement/Hardship Letter
- Copies of Mortgage Coupon/Statement
- Copies of Pay Stubs (last 2 pay periods or YTD P&L if self employed)
- Copies of all Bank Statements (last two months)
- Copies of W'2s (last two years)

**American Mortgage Modification Services, Inc.**

**LOAN MITIGATION AND SHORT SALE PROCESSING SERVICES AGREEMENT**

This Independent Contractor Agreement ("Agreement" or "ICA") is made this day of \_\_\_\_, 200\_\_, by and between American Mortgage Modification Services, Inc. an Independent Business Consultant (AMMS) and ("Homeowner(s)"), whose address is,

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Subject Property Address:

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City:

State:

Zip Code:

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Borrowers Name:

Co-Borrowers Name:

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Phone:

E-Mail:

The parties agree to the following terms and conditions:

1. Homeowner(s) hereby agree to pay AMMS the following mitigation service fees as set forth herein below:

a. Homeowner(s) shall pay AMMS a processing fee of \$2,995.00 at the time of execution of this agreement for Loan Mitigation Services. This processing fee shall cover the cost of processing the Homeowner(s) Loan Mitigation Package which will / may include such items as an AVM property report, preliminary title report, proposal preparation, shipping and handling and various other processing fees.

b. Homeowner(s) shall pay AMMS a processing fee of \$2, 995.00 at the time of execution of this agreement for Short Sale Negotiation Services. This processing fee shall cover the cost of processing the Homeowner(s) Short Sale Package which will / may include such items as an AVM property report, preliminary title report, proposal preparation, shipping and handling and various other processing fees.

c. Homeowner(s) shall pay AMMS a processing fee of \$2, 995.00 at the time of execution of this agreement for Deed in Lieu of Foreclosure Services. This processing fee shall cover the cost of processing the Homeowner(s) Deed in Lieu Package which will / may include such items as an AVM property report, preliminary title report, proposal preparation, shipping and handling and various other processing fees.

**American Mortgage Modification Services, Inc.**

2. REFUND POLICY: If AMMS is unsuccessful in obtaining a Successful Mitigation for Homeowner(s) under one of the mitigation procedures set forth hereinabove, AMMS shall refund to Homeowner(s) 50% of their processing fee. "Successful Mitigation" shall be deemed to be a valid offer of mitigation from Homeowner(s) lender.

3. Homeowner(s) hereby acknowledge and agree that AMMS and their representatives are working on Homeowner(s) behalf as independent parties this Agreement will not form any employer v. employee relationship.

4. AMMS shall become Homeowner(s) exclusive representative whom will perform all of the actual contacts with the seller, buyer, Title Company, attorney, trustee and/or lender(s) and all other interested or affected parties necessary to complete the services provided by AMMS and / or their representatives. This agreement shall not be valid until such time as AMMS acknowledges and accepts Homeowner(s) as a client.

5. Homeowner(s) acknowledge that AMMS is not, nor will they, provide Homeowner(s) with any legal or tax advice. If Homeowner(s) should have any question as to Homeowner(s) rights and or obligation as they relate to any legal or tax issue as it relates to the mitigation / short sale procedures, they are advised to seek the counsel of an attorney or CPA to review all documents and procedures to insure compliance with all state and local laws.

6. Homeowner(s) agrees that he / she / they will keep AMMS fully informed of any and all communications Homeowner(s) receive of, or concerning, the property or loan subject to such mitigation. Failure to do so will result in Homeowner(s) being in breach of contract at which time AMMS may terminate this agreement without reimbursement to Homeowner(s).

7. The effective date of this agreement shall be the date first above written. This agreement shall be for an initial period of one hundred eighty (180) days or until a successful mitigation, short sale or other service described in Section one (1) hereinabove is arranged whether or not Homeowner(s) accepts such resolution.

8. AMMS shall not be liable for indirect, special, tax or consequential damages or any loss of revenue, profits, or data arising in connection with the Homeowner(s) mitigation process. Furthermore, our aggregate liability arising with respect to this Agreement and the mitigation process will not exceed the total fees paid or payable by the Homeowner(s) under this Agreement.

9. Homeowner(s) may not voluntarily transfer, sell, refinance or transfer the above referenced property without the express written consent of AMMS during the mitigation process. If such

## **American Mortgage Modification Services, Inc.**

voluntary transfer, refinance, sale or involuntary transfer should occur, all obligations as it relates to AMMS's performance shall hereby be waived and no refund be due Homeowner(s).

10. If any provision of this agreement that is held to be invalid or becomes unenforceable, none of the other provisions shall be automatically rendered invalid or inoperative as long as the terms of the remaining agreement do not frustrate the original intent of the agreement.

11. This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

12. Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail, by hand delivery to the respective address of each party, or any new address as later changed for service of process as set forth at the beginning of this agreement.

13. Homeowner(s) hereby agrees that AMMS shall be their exclusive mitigation agent for the entire term of this agreement and that they shall not retain, engage or otherwise enter into an agreement with any other party concerning the mitigation, sale, refinance or transfer of the subject property without the consent of AMMS. Homeowner(s) hereby acknowledges and agrees that all forms, processes and procedures used by AMMS are proprietary in nature and Homeowner(s) hereby agrees not to disclose, provide or otherwise hypothecate such items in any manner.

14. The Homeowner(s) hereby recognizes, acknowledges and agrees that AMMS is not providing any legal advice in relation to their current mortgage situation. Homeowner(s) are advised to contact their attorney should they have any questions or concerns as they relate to any document, service or provision in which they have any question and or concern.

15. The Homeowner(s) and/or AMMS shall comply with all applicable Federal, State and Local laws, ordinances, and regulations governing the performance of its type of work contracted for, including all laws relating to the protection of the safety of persons and property. Homeowner(s) shall indemnify and hold harmless AMMS and his/its association of realtors and clients against any fines, penalties, or corrective measures resulting from any acts, commissions or omissions by the Homeowner(s).

16. Homeowner(s) hereby releases, and shall indemnify and hold AMMS, its officers, directors, managers, member's employees, agents and clients harmless from all loss, claims, demands, and suits of any nature, actual or threatened, arising out of the mitigation of Homeowner(s) liabilities.



**American Mortgage Modification Services, Inc.**

**NOTICE OF RIGHT TO CANCEL**

You are entering into a contract that may result in a change in, modification or other service related to you mortgage, lien, or security interest on / in your home or investment property. In addition, this contract involves services related to your real estate and / or real property and your current mortgage provider which may or may not be successful. As such, American Mortgage Modification Services, Inc. provides its customers with a three (3) day right to cancel this contract without cost. If you decide to cancel this transaction, you may do so by notifying us in writing:

American Mortgage Modification Services, Inc.  
9712 Fair Oaks Blvd, Ste C  
Fair Oaks, CA 95628  
Phone: 916.965.6087  
Fax: 916.965.5726

You may use any written statement that is signed and dated by you and states your intention to cancel or you may use this notice by dating and signing below. If you cancel by mail or telegram, you must send a notice no later than midnight of (Or midnight of the third business day following the date reflected above, including Saturdays.)

I WISH TO CANCEL

\_\_\_\_\_

Date	Homeowner(s) Signature
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I / We acknowledge receipt of a copy of this NOTICE OF RIGHT TO CANCEL.

X _____	X _____
Homeowner	Homeowner

Note: Please insert the date on page one (1), sign and execute this agreement on page four (4) and at the bottom of page five (5) as marked ("X") and fax to our office listed above. By signing this agreement, you are acknowledging that your fax signature is as good as your original. This agreement shall not become binding upon American Mortgage Modification Services, Inc. until accepted by an authorized member and the initial deposit is received.

# American Mortgage Modification Services, Inc.

## BORROWER'S AUTHORIZATION

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

Borrower Name: \_\_\_\_\_

Social Security Num (Last 4): \_\_\_\_\_

Co-Borrower Name: \_\_\_\_\_

Social Security Num (Last 4 digits): \_\_\_\_\_

Subject Property Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mortgage Servicer – 1st Mortgage: \_\_\_\_\_

Account Number: \_\_\_\_\_

Mortgage Servicer – 2nd Mortgage: \_\_\_\_\_

Account Number: \_\_\_\_\_

I/we authorize the above referenced mortgage company(s) to discuss my account with American Mortgage Modification Services, Inc. and / or any holder of this form working with or representing American Mortgage Modification Services, Inc. and to provide any and all information or documentation in regard to my / our accounts to them upon request. Furthermore I authorize American Mortgage Modification Services, Inc. to act on my behalf in negotiating, representing and or requesting a change, modification, principal reduction, forbearance, short sale or deed in lieu of foreclosure in relation to my outstanding mortgage loan. I understand that I will be fully responsible for reviewing information that is sent by my mortgage company to American Mortgage Modification Services, Inc. and fully release such mortgage company from any and all liability there under.

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

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

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

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

American Mortgage Modification Services, Inc.

**FINANCIAL STATEMENT**

**BORROWER INFORMATION**

Occupancy Status:			
Address of Subject Property:		City, State & Zip:	
Borrower's Name:		Borrower's SS #:	
Borrower's Mailing Address:		City State & Zip:	
Co-Borrower's Name:		Co-Borrower's SS #:	
Number of People in Household:		Number of Children:	

**PROPERTY AND LEIN INFORMATION**

Is Property Listed for Sale?:		How Many DOM?:	
Realtor's Name:		Realtor's Phone #:	
Have you been on any other workout agreement in the past?		No	
When and what was the outcome?			
Have you received a NOD?		Date:	
Have you received a NOTS?		Sale Date:	
Do you pay your taxes directly?:		Insurance?:	
	<b>1st Mortgage</b>	<b>2nd Mortgage</b>	<b>Other Lien</b>
Mortgage Company:			
Account Number:			
Current Balance:			
Monthly Payment:			
Monthly Tax Payment:			
Monthly Hazard Insurance Pmts:			
HOA Monthly Payment:			
Current Interest Rate:			
Delinquent Amount:			
Date Last Payment Received:			
Amount of Last Payment:			
Fixed or Adjustable Rate Mortgage?:			
Arm Adjustment Date:			
New Rate:			
New Payment:			
Any Additional Liens On Property:			

## American Mortgage Modification Services, Inc.

ASSET INFORMATION			
Amount available to contribute to past due amount?			
<b>LIQUID ASSETS:</b>		<b>ESTIMATED VALUE:</b>	
Cash on hand:	\$		-
Checking Account Balance:	\$		-
Savings Account Balance:	\$		-
Certificates of Deposit (COD's):	\$		-
Stocks, Bonds, and Mutual Funds:	\$		-
All Retirement Assets (401(k), IRA's, etc):	\$		-
Other:	\$		-
<b>TOTAL LIQUID ASSETS:</b>	<b>\$</b>		<b>-</b>
<b>NON-LIQUID ASSETS:</b>	<b>EST. VALUE:</b>	<b>BALANCE DUE</b>	<b>NET VALUE:</b>
Primary Home:	\$ -	\$ -	\$ -
Other Home:	\$ -	\$ -	\$ -
Automobile 1:	\$ -	\$ -	\$ -
Automobile 2:	\$ -	\$ -	\$ -
Automobile 3:	\$ -	\$ -	\$ -
Boat:	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
<b>TOTAL NON-LIQUID ASSETS:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

INCOME INFORMATION			
DESCRIPTION (MONTHLY):	BORROWER 1:	BORROWER 2:	Total
Net Monthly Pay - Primary Job:	\$ -	\$ -	\$ -
Net Monthly Pay - 2nd Job:	\$ -	\$ -	\$ -
Bonuses:	\$ -	\$ -	\$ -
Child Support/Alimony:	\$ -	\$ -	\$ -
Rental Property:	\$ -	\$ -	\$ -
Disability/Social Security:	\$ -	\$ -	\$ -
Retirement/Pension Income:	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
<b>TOTAL MONTHLY INCOME:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## American Mortgage Modification Services, Inc.

EXPENSE INFORMATION				
CATEGORY:	DESCRIPTION:	MONTHLY PMT:	BALANCE DUE:	PAST DUE AMT
<b>Property</b>	HOA Dues:	\$ -	\$ -	\$ -
	Home Repair/Maint:	\$ -	\$ -	\$ -
<b>Monthly Installment Payments</b>	Automobile 1:	\$ -	\$ -	\$ -
	Automobile 2:	\$ -	\$ -	\$ -
	Installment Loan:	\$ -	\$ -	\$ -
	Student Loans:	\$ -	\$ -	\$ -
	Alimony/Child Support:	\$ -	\$ -	\$ -
	Medical Bills:	\$ -	\$ -	\$ -
	Other:	\$ -	\$ -	\$ -
<b>Credit Card Payments</b>		\$ -	\$ -	\$ -
<b>Monthly Utility Payments</b>	Electricity/Gas:	\$ -	\$ -	\$ -
	Water/Sewer:	\$ -	\$ -	\$ -
	Trash:	\$ -	\$ -	\$ -
	Phone:	\$ -	\$ -	\$ -
	Cell Phone:	\$ -	\$ -	\$ -
	Cable/Satellite:	\$ -	\$ -	\$ -
	Internet:	\$ -	\$ -	\$ -
	Other:	\$ -	\$ -	\$ -
<b>Insurance:</b>	Health-Dental-Vision:	\$ -	\$ -	\$ -
<b>(if not deducted from paycheck)</b>	Life/Disability Ins.:	\$ -	\$ -	\$ -
<b>Car Expenses</b>	Car Insurance:	\$ -	\$ -	\$ -
	Gasoline:	\$ -	\$ -	\$ -
	Maintenance:	\$ -	\$ -	\$ -
<b>Household Expenses</b>	Groceries/Toiletries:	\$ -	\$ -	\$ -
	Work/School Lunches:	\$ -	\$ -	\$ -
	Dry Cleaning:	\$ -	\$ -	\$ -
	Child Care/Day Care:	\$ -	\$ -	\$ -
<b>Miscellaneous</b>		\$ -	\$ -	\$ -
<b>TOTAL EXPENSES:</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

MONTHLY DISPOSABLE INCOME		
	Current Monthly	Recast Monthly
<b>Combined Monthly Net Income:</b>	\$ -	\$ -
<b>Monthly Expenses w/o Mtg:</b>	\$ -	\$ -
<b>1st Mtg Payment w/Tax and Ins.:</b>	\$ -	\$ -
<b>2nd Mtg Payment:</b>	\$ -	\$ -
<b>Disposable Income:</b>	\$ -	\$ -

<b>Mortgagee's Signatures &amp; Dates</b>	
<b>Mortgagee:</b>	
<b>Co-Mortgagee:</b>	

