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Claims Trust*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	)	Case No. 12-12020 (MG)
	)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,	)	Chapter 11
	)	
Debtors.	)	Jointly Administered
-----	)	

**RESCAP BORROWER CLAIMS TRUST'S  
PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW**

**I. STATEMENT OF PROPOSED FINDINGS OF FACT**

14. On November 20, 2008, non-Debtor Norwich Commercial Group, Inc., d/b/a Norcom Mortgage ("Norcom") originated a loan to Todd Silber ("Mr. Silber" or the "Claimant") the Claimant in the amount of \$236,823 (the "Loan"). See Note, Objection [Docket No. 7979] Exhibit C. The Loan is an FHA Loan. See id.

15. The Loan is evidenced by a note (the "Note") to Norwich Commercial Group, Inc., executed by Mr. Silber on November 20, 2008. See Note.

16. To secure the payment of the Note, Mr. Silber executed to Mortgage Electronic Registration Systems, Inc., as nominee for Norwich Commercial Group, Inc., a Mortgage dated December 20, 2008 (the "Mortgage") on the property located at 73 Farnham Road, South Windsor, CT 06074 (the "Property"). See Mortgage, Objection Exhibit D.



17. Under the terms of the Note, Mr. Silber agreed to make monthly principal and interest payments on the Loan beginning on January 1, 2009 in the amount of \$1,496.88. See Note.

18. Under the terms of the Note, Mr. Silber agreed that he would be in default of the Loan if he failed to pay in full any monthly payment. See Note.

19. Debtor GMAC Mortgage, LLC (“GMACM” or the “Debtors”) serviced the loan from the time it was originated on November 20, 2008 until servicing of the Loan was transferred to Ocwen Loan Servicing, LLC on February 16, 2013. See Servicing Notes, Reply [Docket No. 8160] Exhibit A.

### **FHA HAMP Guidelines**

20. In order to be considered income for purposes of a HAMP loan modification review, guidelines for FHA-insured loans (the “FHA HAMP Guidelines”) require that unemployment income must be documented with reasonable assurance of its continuance for at least twelve months. See FHA HAMP Guidelines, a true and correct copy of which is attached hereto as Exhibit 1, Questions and Answers, at 12.

21. FHA HAMP Guidelines state that “acceptable documentation [to support unemployment income] includes letters, exhibits, or benefits statements from the provider that states the amount, frequency and duration of the benefit.” See FHA HAMP Guidelines, Questions and Answers, at 12.

22. FHA HAMP Guidelines required that a borrower’s back end debt-to-income ratio (the ratio of their household expenses to their household income), be less than 55%. See FHA HAMP Guidelines Attachment.

23. There is no specific FHA HAMP Guideline that specifies what amounts should and should not be included when providing a third party with the amount necessary to reinstate a loan. See FHA HAMP Guidelines.

**The December 2009 Workout Package**

24. Mr. Silber did not make the monthly payments due on the Loan on November 1, 2009 and December 1, 2009. See Servicing Notes, at 7 of 286.

25. Mr. Silber submitted a workout package to the Debtors for modification review on December 18, 2009 (the “December 2009 Workout Package”). See December 2009 Workout Package, a true and correct copy of which is attached hereto as Exhibit 2.

26. Mr. Silber submitted additional workout documents on December 23, 2009 and January 12, 2010. See Additional Workout Documents, a true and correct copy of which is attached hereto as Exhibit 3.

27. The December 2009 Workout Package and additional workout documents only contained evidence that the Claimant’s unemployment income would last for 20 weeks. See 2009 Workout Package and Additional Workout Documents.

28. The December 2009 Workout Package and Additional Workout Documents did not contain information demonstrating that Mr. Silber would receive unemployment benefits for at least twelve months. See December 2009 Workout Package and Additional Workout Documents.

29. Even though the Debtors did not receive the necessary documentation of unemployment information, on January 13, 2010, the Debtors reviewed the Claimant’s account for a FHA HAMP modification based on the assumption that Mr. Silber’s unemployment benefits would last for at least twelve months. The Debtors determined that Mr. Silber did not qualify for a FHA HAMP modification because his back end debt-to-income ratio was 73%,

higher than what was permitted under the FHA HAMP Guidelines. See April 30 Letter, Objection Exhibit K; see also Servicing Notes, at 275 of 286.

30. GMACM informed Mr. Silber of the modification denial via letter on January 13, 2010. See January 13 Denial Letter a true and correct copy of which is attached hereto as Exhibit 4.

**The January 2010 Workout Package**

31. The Claimant submitted a workout package for modification review on January 29, 2010 (the "January 2010 Workout Package"). See January 2010 Workout Package, Objection Exhibit H.

32. The January 2010 Workout Package contained a letter demonstrating 15 weeks of unemployment income, as well as a written statement by the Claimant that asserted that his unemployment benefits would be extended to one year. See January 2010 Workout Package.

33. The January 2010 Workout Package did not contain the necessary documentation under the FHA HAMP Guidelines demonstrating that Mr. Silber would receive unemployment benefits for at least twelve months. See January 2010 Workout Package.

34. On February 9, 2010, a representative of GMACM advised the Claimant via phone that he needed to provide an award letter from the state unemployment agency that included an end date of benefits in order for modification review to continue. See Servicing Notes, at 271 of 286.

35. On February 11, 2010, GMACM sent a letter to the Claimant informing him of the missing documents needed for modification review. See Servicing Notes, at 270 of 286.



36. On or around February 15, 2010, the Claimant submitted information from the Massachusetts Division of Unemployment (the “February 15 Unemployment Information”). See February 15 Unemployment Information, Objection Exhibit I.

37. The February 15 Unemployment Information demonstrated that the Claimant’s unemployment income would last for 29 weeks. See February 15 Unemployment Information.

38. The February 15 Unemployment Information includes statements from the Claimant referencing other programs of his unemployment that he claimed he would be eligible for but does not provide any third-party documentation indicating that he qualified for or would receive benefits under the alleged programs. See February 15 Unemployment Information.

39. The January 2010 Workout Package and the February 15 Unemployment Information did not contain the necessary documentation under the FHA HAMP guidelines to demonstrate that the Claimant’s unemployment income would last for at least 12 months. See January 2010 Workout Package and February 15 Unemployment Information.

40. On February 25, 2010, GMACM denied the Claimant for a loan modification because there was not sufficient documentation that his unemployment income would continue for the required amount of time. See Servicing Notes, at 269 of 286.

41. GMACM informed the Claimant of the denial of the loan modification via phone on March 1, 2010. See Servicing Notes, at 268-69 of 286.

42. On or around March 1, 2010, the Claimant contacted the Debtors via phone to inquire why his request for a loan modification had been denied. The Debtors informed him that his unemployment income could not be considered because he did not provide documentation that such income would last for the required time period. See Servicing Notes, at 268 of 286.

43. On or around March 8, 2010, the Claimant contacted the Debtors via phone and advised them that he received an extension of 17 weeks for unemployment, followed by another twenty. See Servicing Notes at 268 of 286.

44. Based on this new information, the Debtors opened up another modification review. See Servicing Notes, at 268 of 286.

45. On or around March 15, 2010, even though the Debtors had not received a confirmation of the unemployment extension, the Debtors reviewed the account for a modification based on the unemployment income provided verbally by the Claimant. See Servicing Notes at 267 of 286.

46. Based on the unemployment benefits of \$3,542.50, Claimant's projected back end debt-to-income ratio was 65%, which exceeded the FHA HAMP guidelines. See April 30 Letter.

47. On March 15, 2010, the Debtors sent a letter to the Claimant informing him of the reason for the denial. See March 2010 Denial Letter, a true and correct copy of which attached hereto as Exhibit 5.

#### **The April 2010 Workout Package**

48. On or around April 2, 2010, the Claimant spoke with the Debtors over the phone and told them he had a tenant moving in that would provide \$500 a month in rental income. See Servicing Notes at 261 of 286.

49. During the phone call on April 2, 2010, a representative of GMACM advised the Claimant that he could submit a new financial workout package with updated financials and the lease agreement and then he could be re-reviewed for a modification. See Servicing Notes at 261 of 286.

50. During the phone call on April 2, 2010, a representative of GMACM advised the Claimant that he needed to provide documentation evidencing that his unemployment income would last for at least nine months. See Servicing Notes at 261 of 286.

51. On or around April 5, 2010, the Claimant submitted a third workout package (the “April 2010 Workout Package”) for modification review. See April 2010 Workout Package, Objection Exhibit J.

52. On or around April 7, 2010, the Claimant spoke with the Debtors over the phone, at which time the Debtors informed him that his unemployment income could not be used because the documentation he provided showed that it was ending in October 2010. See Servicing Notes, at 258 of 286.

53. The April 2010 Workout Package did not include any letter, exhibit, or benefit statement from an unemployment provider stating the amount, frequency, and duration of the Claimant’s unemployment benefits. See April 2010 Workout Package. The April 2010 Workout Package did include a rental agreement that indicated Mr. Silber would receive \$500 a month in rental income. See Rental Agreement at 8 of the April 2010 Workout Package.

54. Pursuant to HAMP Guidelines, only 75% of rental income could be taken into account, with the other 25% considered vacancy loss and maintenance expense. See HAMP Guidelines at 8, Objection Exhibit T.

55. Based on an income of \$375, the Debtors denied Mr. Silber’s loan modification request on April 12, 2010 because he had insufficient income. See Servicing Notes at 257 of 286.

#### **Forbearance Plan**

56. On April 30, 2010, GMACM mailed a letter to the Claimant advising him of the bases for the modification denials, and stating that he should contact the Debtors if he is

interested in a six month forbearance plan (the “Forbearance Plan”) that would permit him to make payments of \$995.40 (half the contractual payment amount). See April 30 Letter.

57. On May 10, 2010, the Claimant spoke with the Debtors via phone and stated his interest in the Forbearance Plan. See Servicing Notes at 263 of 286. During the call, the Debtors advised the Claimant that a new workout package would need to be received during the period of the Forbearance Plan and that if the loan was not approved for a permanent modification, then normal foreclosure proceedings would continue. See Servicing Notes at 263 of 286.

58. On May 10, 2010, the account was approved for a Forbearance Plan. See Servicing Notes at 253 of 286. The Forbearance Plan allowed the Claimant to make reduced payments for up to six months. See id. The Forbearance Plan agreement was mailed to the Claimant and approved, thereby allowing the Claimant to make payments on the first of the month from June 1, through November 1, 2010. See id. at 253-54 of 286. On May 23, 2010, the Claimant signed the Forbearance Plan agreement and returned the agreement to GMACM. See id.

59. The Claimant made all of the payments under the Forbearance Plan, but did not submit a workout package during the period of the Forbearance Plan, as required. See Servicing Notes at 5-7 of 286.

**Email to Justin Chambers**

60. On December 8, 2010, GMACM received an email from Justin Chambers, Assistant Attorney General of the state of Connecticut (the “AAG”) regarding a complaint his office received from Mr. Silber that GMACM was not assisting him in his pursuit of a loan modification. See Servicing Notes, at 210 of 286.

61. A representative of GMACM responded to the AAG via email (the “Email”), stating that Mr. Silber’s unemployment income could not be utilized when reviewing an account for a loan modification. See Email, Silber Response Exhibit E.

**The January 2011 Workout Package**

62. On or around January 3, 2011, the Claimant submitted a fourth workout package for modification review (the “January 2011 Workout Package”). See January 2011 Workout Package, Objection Exhibit L.

63. The January 2011 did not include any letter, exhibit, or benefit statement from an unemployment provider stating the amount, frequency, and duration of the Claimant’s unemployment benefits. See January 2011 Workout Package.

64. On January 14, 2011, a traditional modification was denied due to insufficient income. See Servicing Notes, at 193 of 286.

65. On or around January 19, 2011, an FHA HAMP modification was denied due to insufficient income. See January 19 Denial Letter, Reply Exhibit D.

**The Information Provided to CHFA**

66. The Emergency Homeowners’ Loan Program (“EHLP”) provides federal funds for eligible homeowners to pay mortgage arrearages, delinquent taxes, homeowners insurance, condominium fees and foreclosure related legal fees, as well as assist with monthly mortgage payments for up to 24 months. See EHL P Overview for CHFA website, a true and correct copy of which is attached hereto as Exhibit 6.

67. On or around August 22, 2011, the Debtors received authorization from the state for the EHL P and as a result reviewed the Claimant’s account in order to provide a reinstatement quote to CHFA. See Servicing Notes, at 96-97 of 286.

68. On August 25, 2011, GMACM provided the Connecticut Housing Finance Authority (“CHFA”) with a quote for the amount needed to reinstate the loan in order to qualify the Claimant for the EHLP. See Servicing Notes, at 94 of 286.

69. The Debtors provided CHFA with a reinstatement quote of \$43,736.80 (the “Quote”). See Servicing Notes at 95 of 286. The Quote included 20 past due payments of \$1,990.80 each, the payment due for September 1, 2011 (\$1,990.80), inspection fees of \$112.50, advances of \$1,577.30, and outstanding foreclosure advances of \$1,991.00, as well as a deduction for an unapplied credit on the account of \$1,750.80, for a total of \$43,736.80. See Servicing Notes at 94 of 286.

70. On or around September 28, 2011, the Claimant’s application under the EHLP was denied. See Servicing Notes, at 91 of 286.

## **II. CONCLUSIONS OF LAW**

### **A. Breach of Contract**

59. To state a cause of action for breach of contract in Connecticut, the plaintiff must show: “the formation of an agreement, performance by one party, breach of the agreement by the other party and damages.” See Tatum v. Oberg, 650 F. Supp. 2d 185, 192 (D. Conn. 2009) (citing Rosato v. Mascardo, 844 A.2d 893, 897 (Conn. App. Ct. 2004)).

60. Because Mr. Silber never provided GMACM with any acceptable documentation, as defined by the FHA HAMP Guidelines, that his unemployment income would last for at least twelve months, GMACM did not violate the FHA HAMP Guidelines when it did not consider the Claimant’s unemployment income when reviewing his account for a loan modification.

61. The Quote was proper under the terms of the EHLA, and therefore the Claimant cannot assert that GMACM breached a contract with the Claimant when providing this figure to CHFA.

62. Since the FHA HAMP Guidelines are silent regarding reporting of reinstatement information to state agencies, the Claimant's allegations that GMACM reported inaccurate information to CHFA fails to assert a breach of a contract between GMACM and the Claimant

63. Claimant's breach of contract claim fails as a matter of law.

**B. Breach of the Implied Covenant of Good Faith and Fair Dealing**

64. Under Connecticut law, to state a cause of action for breach of the implied covenant of good faith and fair dealing, the Claimant must prove:

First, that the plaintiff and the defendant were parties to a contract under which the plaintiff reasonably expected to receive certain benefits; second, that the defendant engaged in conduct that injured the plaintiff's right to receive some or all of those benefits; and third, that when committing the acts by which it injured the plaintiff's right to receive benefits he reasonably expected to receive under the contract, the defendant acted in bad faith.

Franco v. Yale Univ., 238 F. Supp. 2d 449, 455 (D. Conn. 2002), *aff'd*, 80 Fed. Appx. 707 (2d Cir. 2003) (citing, Fairfield Fin. Mortg. Grp., Inc. v. Salzar, Case No. CV00339752S, 2002 WL 1009809, at \*3 (Conn. Super. Ct. Apr. 23, 2002)).

65. Since GMACM denied the Claimant's requests for a loan modifications because the Claimant did not meet the FHA HAMP Guidelines, the Claimant cannot show that he reasonably expected to receive the benefit of a loan modification.

66. The Quote was proper under the terms of the EHLA, and therefore the Claimant cannot assert that providing this figure to CHFA deprived him of a benefit he reasonably expected to receive.

67. Claimant's causes of action for GMACM's alleged breach of the implied covenant of good faith and fair dealing fails as a matter of law.

**C. Connecticut Unfair Trade Practices Act**

68. Under Connecticut law, in determining whether a practice violates the Connecticut Unfair Trade Practices Act (CUTPA), courts look at: “

(1) [W]hether the practice, without necessarily having been previously considered unlawful, offends public policy as it has been established by statutes, the common law, or otherwise-in other words, it is within at least the penumbra of some common law, statutory, or other established concept of unfairness; (2) whether it is immoral, unethical, oppressive, or unscrupulous; (3) whether it causes substantial injury to consumers, [competitors or other business persons].

Willow Springs Condominium Ass'n, Inc. v. Seventh BRT Dev. Corp., 717 A.2d 77, 99-100 (Conn. 1998) (citation omitted).

69. GMACM followed FHA HAMP guidelines when determining that Mr. Silber was not eligible for a loan modification, and as a result did not commit a deceptive practice under the CUTPA.

70. The Quote was proper under the terms of the EHLPP, and therefore the Debtors did not violate the CUTPA when it provided the Quote.

71. The Claimant's CUTPA claim fails as a matter of law.

**D. Negligent Misrepresentation**

72. To state a cause of action for negligent misrepresentation under Connecticut law, the claimant must establish “(1) that the [debtor] made a misrepresentation of fact (2) that the [debtor] knew or should have known was false, and (3) that the [claimant] reasonably relied on the misrepresentation, and (4) suffered pecuniary harm as a result.” Coppola Constr. Co. v. Hoffmann Enters. Ltd. P'Ship, 38 A.3d 215, 218 (Conn. Ct. App. 2012) (citation omitted), *aff'd*, 71 A.3d 480.



73. Mr. Silber has not demonstrated that he relied on the statement made by the Representative to Assistant Attorney General Chambers regarding the use of unemployment income in determining eligibility for a loan modification.

74. Furthermore, the Claimant has not demonstrated that he suffered pecuniary harm as a result of the alleged misrepresentation.

75. The Quote was proper under the terms of the EHLP, and therefore the Claimant cannot assert that providing this figure to CHFA was a misrepresentation.

76. Claimant's negligent misrepresentation claim fails as a matter of law.

Dated: July 1, 2015  
New York, New York

/s/ Norman S. Rosenbaum  
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*Counsel for the ResCap Borrower Claims Trust*

**Exhibit 1**

**July 30, 2009**

**MORTGAGEE LETTER 2009-23**

TO: ALL APPROVED MORTGAGEES

SUBJECT: Making Home Affordable Program:  
FHA's Home Affordable Modification Loss Mitigation Option

On May 20, 2009, the President signed the "Helping Families Save Their Homes Act of 2009." This new law provides the Federal Housing Administration (FHA) with additional loss mitigation authority to assist FHA mortgagors under the Making Home Affordable Program (MHA). The MHA Program is designed to help homeowners retain their homes and to prevent the destructive impact of foreclosures on families and communities.

One key component of MHA provides homeowners the opportunity to reduce their mortgage payments by the use of a loan modification through the Home Affordable Modification Program. When initially introduced to the public, MHA excluded FHA insured mortgages, stating that FHA would develop its own standalone program. This Mortgagee Letter announces a new FHA Loss Mitigation option, the FHA-Home Affordable Modification Program (FHA-HAMP). FHA-HAMP will provide homeowners in default a greater opportunity to reduce their mortgage payments to a sustainable level. This Mortgagee Letter is effective August 15, 2009.

**Basic Program Guidelines**

The new FHA-HAMP authority will allow the use of a partial claim up to 30 percent of the unpaid principal balance as of the date of default combined with a loan modification. The objective of FHA-HAMP is to assist FHA mortgagors who are in default to modify their mortgage to an affordable payment. According to Mortgagee Letter 2000-05 and subsequent guidance, disposition options (pre-foreclosure sales and deeds-in lieu of foreclosure) are available immediately upon default, if the cause of the default is incurable, i.e. the borrower has no realistic opportunity to replace the lost income or reduce expenses sufficiently to meet the mortgage obligation.

To confirm if the mortgagor is capable of making the new FHA-HAMP payment, the mortgagor must successfully complete a trial payment plan. The trial payment plan shall be for a three month period and the mortgagor must make each scheduled payment on time. The mortgagor's monthly payment required during the trial payment plan must be the amount of the future modified mortgage payment. The Mortgagee must service the mortgage during the trial period in the same manner as it would service a mortgage in forbearance. If the mortgagor does not successfully complete the trial payment plan by making the three payments on time, the mortgagor is no longer eligible for FHA-HAMP. Prior to proceeding to foreclosure, the Mortgagee must re-examine and re-evaluate the borrower's financial condition and confirm that none of FHA's other Loss Mitigation options could assist the mortgagor.

The attachment to this Mortgage Letter supplements program guidelines for FHA-HAMP, including a requirement that the servicer obtain an executed Hardship Affidavit (available at [https://www.hmpadmin.com/portal/docs/hamp\\_borrower/hamphardshipaffidavit.pdf](https://www.hmpadmin.com/portal/docs/hamp_borrower/hamphardshipaffidavit.pdf)) from every mortgagor and co-mortgagor seeking an FHA-HAMP. FHA-HAMP is a permanent addition to

HUD's Loss Mitigation Program as of the date of this Mortgagee Letter.

### **Debt to Income Ratios**

To be eligible under FHA-HAMP, the front end debt to income ratio must be as close as possible, but not less than, 31 percent. This ratio is defined as the total monthly mortgage payment (PITI) for the modified mortgage divided by the mortgagor's gross monthly income (the "Front End Ratio"). The back end debt to income ratio must not exceed 55 percent and is defined as the total monthly mortgage payment plus all recurring monthly debt divided by the mortgagor's gross monthly income (the "Back End Ratio"). Please refer to the sections in the Attachment regarding Underwriting – Front End and Back End Debt to Income Ratios.

### **Calculation of Maximum Partial Claim Amount under FHA-HAMP**

The maximum partial claim amount under FHA-HAMP consists of the sum of (i) arrearages, (ii) legal fees and foreclosure costs related to a canceled foreclosure action and (iii) principal reduction. Arrearages that may be included in the partial claim shall not exceed 12 months of PITI. The maximum partial claim amount under FHA-HAMP is 30 percent of the outstanding principal balance as of the date of default. The principal deferment on the modified mortgage is determined by multiplying the outstanding principal balance by 30 percent and then reducing that amount by arrearages advanced to cure the default for up to 12 months PITI, and any foreclosure costs incurred to that point subject to the requirements provided in Mortgagee Letter 2008-21. The principal deferment amount for a specific case shall be limited to such an amount that will bring the mortgagor(s) total monthly mortgage payment to 31 percent of gross monthly income.

#### **Example**

Mortgagor had a reduction of income and is delinquent 3 full mortgage payments. The unpaid principal balance on the mortgage on the date of default is \$150,000 and the monthly payment is \$1,220 (consisting of P&I of \$920 and escrows, including MIP, of \$300). The financial analysis reveals that the mortgagor's gross monthly income is \$3,500 and the total monthly other recurring debt payments are \$800.

In order to fulfill the 31% Front End Ratio requirement, the mortgagor(s) total monthly mortgage payment would have to be reduced to \$1,085 ( $\$3,500 \times 31\%$ ). Therefore, P&I would have to be reduced to \$785 (\$1,085 total monthly mortgage payment less \$300 escrow and MIP). Assuming that the loan modification will have an interest rate of 6% and a P&I of \$785, the new mortgage amount would have to be \$130,931, resulting in a principal reduction of \$19,069 (\$150,000 unpaid principal balance less \$130,931). In this example, the mortgagor's Back End ratio is 53.9% ( $\$1,885/\$3,500$ ), which satisfies the 55% Back End Ratio limitation.

In this example, the maximum principal deferment is \$41,340 (30% of \$150,000, less the \$3,660 delinquency, or  $\$45,000 - \$3,660$ ). However, based on their gross income, mortgagor is eligible only for a principal deferment of \$19,069 plus \$3,660 arrearages (which would include any foreclosure costs incurred to that point, in accord with Mortgagee Letter 2008-21) for the total Partial Claim of \$22,729.

### **Requirements to Use FHA-HAMP**

FHA-HAMP can be utilized only if the mortgagor(s) does not qualify for current loss

mitigation home retention options (priority order FHA Special Forbearance, Loan Modification and Partial Claim) under existing guidelines (ML 2008-21, 2003-19, 2002-17, 2000-05). To qualify for the FHA-HAMP program, Mortgagees must evaluate the defaulted mortgage for loss mitigation actions using the aforementioned priority order. According to Mortgagee Letter 2000-05 and subsequent guidance, disposition options (pre-foreclosure sales and deeds-in lieu of foreclosure) are available immediately upon default, if the cause of the default is incurable, i.e. the borrower has no realistic opportunity to replace the lost income or reduce expenses sufficiently to meet the mortgage obligation.

If the mortgagor does not successfully execute the loan modification, the mortgagor is no longer eligible for FHA-HAMP. In such cases, per 24 CFR 203.355, the Mortgagee must re-evaluate the mortgagor's eligibility for the other appropriate loss mitigation actions prior to commencing or continuing a foreclosure.

### **Mortgagee Incentives**

Mortgagees that utilize FHA-HAMP are eligible to receive incentive payments. Mortgagees utilizing this initiative will be allowed to first file for a partial claim (to bring the loan current and defer principal where appropriate), followed by a loan modification claim (claim type 32). Under FHA-HAMP, the Mortgagee may receive an incentive fee of up to \$1,250. This total includes \$500 for the partial claim and \$750 for the loan modification. Mortgagees may also claim up to \$250 for reimbursement for a title search and/or recording fees.

### **Partial Claim Filing and Document Delivery**

Mortgagees must file a claim for insurance benefits for the partial claim within the 60-day timeframe stated in ML 2003-19 to receive incentive fees for the FHA-HAMP loss mitigation action. Any previous outstanding partial claim(s) must be subordinated and the mortgage company must provide HUD's Secretary-Held servicing contractor (see 'Remittance' below) with a subordination agreement to request subordination.

### **Monitoring**

FHA will monitor Mortgagees for compliance with the terms of this Mortgagee Letter and will take administrative actions, including sanctions and penalties, against all parties for non-compliance.

### **Remittance**

Please note that all provisions described in the aforementioned existing guidelines, such as Repayment Terms, Option Failure and Disclosures apply also, except as specifically changed under FHA-HAMP.

Mortgagees must forward all required documentation, including subordination requests, and advise all parties to send any payments for the Partial Claims to HUD's Secretary-Held Assets Servicing Contractor which is currently located at:

C&L Service Corp. / Morris-Griffin Corp.  
2488 East 81<sup>st</sup> Street, Suite 700  
Tulsa, Oklahoma 74137

Toll Free Phone:	(866) 377-8667	Toll Free Fax:	(866) 249-0626
Local:	(918) 551-5300	Local Fax:	(918) 551-5399

Current information about the Secretary-Held Assets Servicing Contractor is located at:  
<http://www.hud.gov/offices/hsg/sfh/nsc/fmaddr.cfm>

### **Information Collection Requirement**

The information collection requirements contained in this document have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control numbers 2502-0060, 2502-0523, 2502-0429, and 1505-0216. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB Control Number.

Any questions regarding this Mortgagee Letter may be directed to HUD's National Servicing Center (NSC) at 888-297-8685 or [hsg-lossmit@hud.gov](mailto:hsg-lossmit@hud.gov). Persons with hearing or speech impairments may reach this number via TDD/TTY by calling 1-877-TDD-2HUD (1-877-833-2483).

Sincerely,

David H. Stevens  
Assistant Secretary for Housing –  
Federal Housing Commissioner

Attachment – Guidelines for FHA-HAMP

Guidance	FHA-Home Affordable Modification Program
<b>Eligibility – Mortgagee</b>	The Servicer of the modified FHA-HAMP mortgage must be FHA-Approved.
<b>Eligibility – Mortgagors</b>	<p>The current mortgagor(s) on the existing FHA-insured single family mortgage must be identical to the mortgagor(s) on the HAMP mortgage, except as provided below.</p> <p>All changes in ownership due to death or divorce of the current owners must be supported by legal documentation.</p> <p>The existing FHA-insured mortgage is in default, but is not more than 12 full mortgage payments past due. A default is defined as 1 payment past due more than 30 days. For default calculation purposes, all months are determined to have 30 days. For example, a mortgage due for the July payment is in default on August 1<sup>st</sup>.</p> <p>The mortgagor(s) must be an owner occupant, have sufficient resources to make the payment on the HAMP mortgage and continue to occupy the home.</p> <p>A new mortgagor may be added to the HAMP mortgage, provided at least one existing mortgagor(s) is retained.</p> <p>The mortgagor must not have intentionally defaulted on their existing mortgage. (Note: Intentionally defaulted means the mortgagor had available funds that could pay their mortgage and other debts without hardship, but failed to pay).</p>
<b>Eligibility – Existing Mortgage</b>	<p>Must be a FHA-insured single family mortgage (1-4 units).</p> <p>Mortgages previously modified under HAMP are ineligible.</p> <p>There is no net present value (NPV) test for eligibility.</p>
<b>Eligibility – Maximum Mortgage Amounts</b>	Not applicable.
<b>Eligibility – Modified Mortgage</b>	The existing FHA-insured mortgage must be re-amortized to a 30-year fixed rate mortgage, and must be modified in compliance with all FHA Mortgage Modification requirements, except those specifically modified under the FHA-HAMP program.
<b>Property Eligibility</b>	The property securing the FHA-insured property must be the mortgagor's primary and only residence; and only single family (1 to 4 unit) properties are eligible.
<b>Interest Rate – Modified New Mortgage</b>	The interest rate must be fixed and meet the guidelines in Mortgagee Letter 2008-21.
<b>Current Loan to Value</b>	None.

<b>Requirements Mortgage</b>	
<b>Loan Purpose</b>	<p>FHA-HAMP mortgages are required to have a lower monthly principal and interest payment than the unmodified FHA-insured mortgage and are made without an appraisal.</p> <p>All existing subordinate financing must be subordinated to maintain the first lien priority of the HAMP mortgage. For more information, please see ML 2003-19.</p>
<b>Credit History</b>	No minimum credit score required. (Credit report is only used to verify recurring debts.)
<b>Seasoning Requirements on the Existing Mortgage</b>	The first payment due date must be at least 12 months in the past, and at least 4 full mortgage payments must have been paid.
<b>Property Valuation</b>	No appraisal required.
<b>Trial Modification</b>	The Mortgagee must place the mortgagor(s) under a trial modification payment plan for the modified mortgage payment prior to completing the FHA-HAMP. The mortgagor(s) must have made the first three consecutive trial monthly mortgage payments on time before the FHA-HAMP can be completed, and a partial claim filed.
<b>Documentation Requirements</b>	<p>The Mortgagee must obtain the following additional documentation:</p> <p>To be considered for any of the loss mitigation options, the mortgagor must provide detailed financial information to the Mortgagee.</p> <p>Every borrower and co-borrower must sign a hardship affidavit attesting to and describing the hardship. The document to be used is available for download at: <a href="https://www.hmpadmin.com/portal/docs/hamp_borrower/hamphardshipaffidavit.pdf">https://www.hmpadmin.com/portal/docs/hamp_borrower/hamphardshipaffidavit.pdf</a></p> <p>The Department has no objection to situations where a cooperative mortgagor provides complete financial information either written or during a telephone interview. Regardless of how the mortgagor's financial information was secured, the Mortgagee must independently verify the financial information by obtaining a credit report (the credit report is not used for credit qualification but Mortgagees are to use for determining indebtedness), and any other forms of verification the Mortgagee deems appropriate.</p>



<b>Underwriting Requirements - General</b>	<p>No Credit Alert Interactive Voice Response System (CAIVRS) review is required, but HUD's Limited Denial of Participation (LDP) and General Services Administration (GSA) exclusion lists are still required checks for all mortgagors.</p> <p>FHA-HAMP processing and underwriting instructions are described below.</p> <ul style="list-style-type: none"> <li>• Where the mortgage is in default and no more than 12 full payments delinquent the Mortgagee combines a partial claim for up to 12 months of arrearages, foreclosure costs, and principal reduction with a modification.</li> <li>• Except for the new maximum partial claim amount calculation, the partial claim must meet the requirements of Mortgage Letters 2000-05, 2003-19 and 2008-21.</li> </ul> <p>The mortgagor may not be charged any additional costs for receiving this loss mitigation workout option. On a cancelled foreclosure, Mortgagees are reminded that all such costs must reflect work actually completed to the date of the foreclosure cancellation and the attorney fees may not be in excess of the fees that HUD has identified as customary and reasonable for claim purposes.</p> <p>The financial analysis, Hardship Affidavit, and documentation supporting the decision to provide partial claim relief must be maintained in the mortgagee's claim review file.</p>
<b>Loss Mitigation – Priority Order</b>	<p>FHA-HAMP can only be utilized if the mortgagor(s) does not qualify for current loss mitigation home retention options (FHA Special Forbearance, Loan Modification and Partial Claim) under existing guidelines (ML 2008-21, 2003-19, 2002-17, 2000-05). To qualify for the FHA-HAMP, Mortgagees must utilize its loss mitigation actions using the aforementioned priority order.</p>
<b>Underwriting – Monthly Gross Income</b>	<p>The mortgagor's Monthly Gross Income amount before any payroll deductions includes wages and salaries, overtime pay, commissions, fees, tips, bonuses, housing allowances, other compensation for personal services, Social Security payments, including Social Security received by adults on behalf of minors or by minors intended for their own support, annuities, insurance policies, retirement funds, pensions, disability or death benefits, unemployment benefits, rental income and other income.</p>
<b>Underwriting – Front End Debt to Income Ratio</b>	<p>Front-End ratio is the ratio of PITI to Monthly Gross Income. PITI is defined as principal, interest, taxes and insurance.</p> <p>The Front-End ratio must be as close as possible to, but not less than, 31%.</p>
<b>Underwriting - Back End Debt to Income Ratio</b>	<p>The Back-End ratio is the ratio of the mortgagor's total recurring monthly debts (such as Front-End PITI, payments on all installment debts, monthly payments on all junior liens, alimony, car lease payments, aggregate negative net income from all investment properties owned, and monthly mortgage payments for second homes) to the mortgagor's Monthly Gross Income. This ratio must not exceed 55%.</p> <p>The Mortgagee must validate monthly installment, revolving debt and secondary mortgage debt by pulling a credit report for each mortgagor or a joint report for a married couple. The Mortgagee must also consider information obtained from the mortgagor orally or in writing concerning incremental monthly obligations.</p>

<b>Underwriting – Subordinate Financing</b>	Subordinate liens are not included in the Front-End ratio, but they are included in the Back-End ratio.
<b>Underwriting – Upfront Mortgage Insurance Premium</b>	Not applicable.
<b>Underwriting – Annual Premium</b>	Remains the same.
<b>Underwriting - Calculation of Maximum Partial Claim Amount</b>	The maximum one-time only principal reduction on the modification is determined by multiplying the outstanding principal balance of the existing mortgage as of the date of default by 30 percent reduced by (i) arrearage amounts advanced to cure the default for up to 12 months PITI and (ii) allowable foreclosure costs. However, the actual principal reduction amount for a specific case shall be limited to such amount that will bring the mortgagor(s) PITI to an amount not to exceed 31 percent of gross monthly income. Whether or not there are previous Partial Claims for a given case number, the arrearage component of this and any previous Partial Claims cannot exceed the equivalent of 12 months PITI and allowable foreclosure costs. This 12 month PITI maximum is NOT affected by any payments that may have been made to reduce the partial claim mortgage balance.
<b>Partial Claim Guidelines</b>	No interest will accrue on the partial claim. The payment of the partial claim is not due until (i) the maturity of the HAMP mortgage, (ii) a sale of the property, or (iii) a pay-off or refinancing of the HAMP mortgage.
<b>In Foreclosure Process</b>	To ensure that a mortgagor currently in the process of foreclosure has the opportunity to apply, Mortgagees shall not proceed with the foreclosure sale until the mortgagor has been evaluated for the program and, if eligible, an offer to participate in the FHA-HAMP has been made. In the event that the mortgagor does not participate in FHA-HAMP, the Mortgagee must consider the priority order, outlined in “Requirements to Use FHA-HAMP” section of this Mortgagee Letter, prior to proceeding to foreclosure.
<b>90 days Past Due</b>	Ninety day past due mortgages must have been considered for all loss mitigation programs prior to being referred to foreclosure.
<b>Escrows</b>	Mortgagees are required to escrow for mortgagors’ real estate taxes and mortgage-related insurance payments.
<b>Unpaid Late Fees Waived</b>	The Mortgagee will waive all late fees.
<b>Credit Report</b>	The Mortgagee will cover the cost of the credit report.
<b>Mortgagee Incentives</b>	Under FHA-HAMP, the Mortgagee may receive an incentive fee of up to \$1,250. This total includes \$500 for the partial claim and \$750 for the loan modification. To receive the incentive payments, the Partial Claim and Loan Modification must meet the requirements of Mortgagee Letters 2008-21, 2003-19, 2002-17, 2000-05, and comply with instructions and

	requirements in this Mortgagee Letter and Attachment. Mortgagees may also claim up to \$250 for reimbursement of title search and/or recording fees.
<b>Mortgagor Cash Contribution</b>	The Mortgagee may not require the mortgagor to contribute cash.
<b>Disclosure</b>	<p>When promoting or describing FHA mortgage options Mortgagees should provide mortgagors with information designed to help them understand the mortgage terms that are being offered. Mortgagees also must provide mortgagors with clear and understandable written information about the terms, costs, and risks of the mortgage in a timely manner to enable mortgagors to make informed decisions.</p> <p>FHA requires Mortgagees to comply with any disclosure or notice requirements applicable under FHA regulations and state or federal law.</p>
<b>Fair Lending</b>	Mortgagees under this program must comply with the Equal Credit Opportunity Act and the Fair Housing Act, which prohibit discrimination on a prohibited basis in connection with mortgage transactions. FHA mortgage programs are subject to the fair lending laws, and Mortgagees should ensure that they do not treat a mortgagor less favorably than other mortgagors on grounds such as race, religion, national origin, sex, marital or familial status (i.e., families with children under age 18 and pregnant women), age, disability, or receipt of public assistance income in connection with any loan modification. These laws also prohibit redlining.
<b>Consumer Inquiries and Complaints</b>	Mortgagees should have procedures and systems in place to be able to respond to inquiries and complaints relating to loan modifications. Mortgagees should ensure that such inquiries and complaints are provided fair consideration, and timely and appropriate responses and resolution.
<b>Case/Mortgage Documentation</b>	<p>Mortgagees will be required to maintain records of key data points for verification/compliance reviews, in accordance with Handbook 4000.2 Rev-3, Paragraph 5-8 and Handbook 4155.2, Paragraph 8.B.7.c. Servicing files must be retained for a minimum of the life of the mortgage plus three years, per Handbook 4330.1 Rev-5, paragraph 1-3 E. These documents may include, but are not limited to, mortgagor eligibility, Hardship Affidavit, and qualification and underwriting.</p> <p>Mortgagors will be required to provide declarations under penalty of perjury attesting to the truth of the information that they have provided to the Mortgagee to allow the Mortgagee to determine the mortgagor's eligibility for entry into the FHA-HAMP program.</p>
<b>Anti-Fraud Measures</b>	<p>Measures to prevent and detect fraud, such as documentation and audit requirements are described in Handbook 4060.1, Rev-2.</p> <p>Participating Mortgagees and Mortgagees/investors are not required to modify the mortgage if there is reasonable evidence indicating the mortgagor submitted false or misleading information or otherwise engaged in fraud in connection with the modification. Mortgagees should employ reasonable policies and/or procedures to identify fraud in the modification process.</p>

<b>Data Collection</b>	Mortgagees will continue to be required to collect and transmit mortgagor and property data in order to ensure compliance with the program as well as to measure its effectiveness. Data elements may include data needed to perform underwriting analysis and mortgage terms, and loan level data in order to establish loans for processing during the trial period, to record modification details, and monthly loan activity reports.
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ASSISTANT SECRETARY FOR HOUSING-  
FEDERAL HOUSING COMMISSIONER

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-8000

**Questions and Answers: ML 09-23 / FHA-Home Affordable Modification Program,  
and subsequent guidance**

The following questions were received via [hsg-lossmit@hud.gov](mailto:hsg-lossmit@hud.gov) and will be updated periodically.

**A. Basic Program Guidelines**

- 1) FHA-HAMP does not solve for homeowners who are current on their mortgage, but claim imminent default, correct? FHA-HAMP requires that a homeowner be past due at least 1 installment, due to a valid reason for default (and not intentional default).

*No. [Mortgagee Letter 10-04](#), dated 01/22/2010, states in part, "...In order for an FHA-insured loan that is at risk of imminent default to qualify for modification under FHA-HAMP, the borrower must first successfully participate in a four-month trial modification period...."*

- 2) Can you advise the effective date, and where to find online training?

*Per ML [2009-23](#), it is August 15, 2009. Please register and take online training at <https://eclass.hud-nsctraining.com>.*

- 3) GNMA recently updated their buy-out procedures, but is still only allowing buy-out at the 91st day of delinquency. If a homeowner is not 91 days delinquent or greater after the trial period, how can we complete the modification/partial claim piece if the loan is in a GNMA pool?

*GNMA All Participants Memo [09-14](#) states in part, "...Issuers will be permitted to repurchase FHA loans from Ginnie Mae pools if a borrower has been approved to participate in FHA's trial modification program and the loan has been in a state of continuous default for more than 90 days, as of the date of repurchase." If the mortgage is in default, and three trial modification payments - which are less than the full unmodified mortgage payment - are made successfully, then the mortgage will have been in a state of continuous default for more than 90 days. If the mortgage is not delinquent, the trial period must be 4 months, as stated in ML 10-04. Therefore, any loan approved to participate in the HAMP program where any portion of any single payment is delinquent for 90 days meets the Ginnie Mae requirement and can be repurchased on the 91 day to execute the modification.*

- 4) In general, when an issue is not addressed, can we follow HMP rules?

**Questions and Answers: ML 09-23 / FHA-Home Affordable Modification Program,  
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*No. FHA-HAMP applies only to FHA insured mortgages. Consequently, when an issue is not specifically addressed, ML 09-23 refers servicers to other mortgagee letters for FHA modification and FHA Partial Claim guidance.*

- 5) Are servicers required to specifically reference the FHA-HAMP in the FHA homeownership counseling letter or can the letter just reference modifications generally as being an alternative to foreclosure?

*FHA-HAMP does not make changes to the Housing Counseling Notification requirement as set out in Mortgagee Letter [02-12](#). The lender may choose to send out additional solicitations to the borrowers advising them of FHA-HAMP.*

**B. Debt to Income Ratios**

*No questions at this time. Refer to sections Z and AA*

**C. Calculation of Maximum Partial Claim Amount Under FHA-HAMP**

- 1) From what I'm reading it looks like we are just combining the Partial Claim and Loan Modification options in order to do a Principal Balance reduction. When we are preparing the figures for the customer are we basically doing loan modification figures to calculate the total due (including interest, overdrawn escrow, escrow replenishment and attorney fees) and then do we just do a Partial Claim for the total debt + principal balance forbearance in order to reduce the amount owed on the first lien by the customer?

*See the example in the ML 09-23 on page 2. The borrower is limited to 12 months PITI for delinquent payments. If a buy down is needed to meet the 31% front end DTI ratio requirement, the amount up to 30% of the outstanding principal balance as of the date of default is deferred using a Partial Claim (inclusive of delinquent payments and legal costs), then a loan modification of the remaining principal balance amortized over 30 years and an interest rate reduction, as applicable, is executed.*

**D. Requirements to Use FHA-HAMP**

- 1) What if the homeowner fails the trial payment, but does not complete the modification/PC piece of FHA-HAMP - can they be re-evaluated at a later date?

*If the borrower fails the trial modification, they should be considered for standard loss mitigation options, excluding FHA-HAMP.*

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- 2) What if the homeowner fails to send documents back, and never enters the trial period - can they be re-evaluated for FHA-HAMP at a later date?

*Yes.*

- 3) Do we have to have to launch a separate HAMP Spoliation Campaign As of right now we solicit all borrowers for LM Assistance at the 50, 95, 105, 125 date of delinquency. Our collections department tries to call the customer up until the date of foreclosure sale.

*No, FHA is not prescribing each lender's HAMP solicitation campaign.*

- 4) If a customer has ignored all LM Spoliations and Collection Attempts does this imply that the customer is not interested in LM Assistance and we can start Foreclosure? If a customer has applied for LM Assistance we should not be starting foreclosure until we have reviewed the financial package in order to determine if the customer would qualify for assistance, correct?

*Loss Mitigation is based on the borrower cooperating and providing the requested information. If a lender is in the Loss Mitigation review process they should be aware of the first legal deadline (FLD). If the lender needs additional time to complete the review, they should submit an extension of time request through EVARS (FHA's online extensions and variances submission system) prior to the FLD. Under ML 2000-05, General Program Requirements, Section L, if the lender approves a borrower for a loss mitigation option, documents it in their servicing notes and reports it to Single Family Default Monitoring System (SFDMS) but is unable to compete it prior to the expiration of the FLD date, the lender is entitled to a 90 day extension of the FLD. Enter the expiration date of this automatic extension to Form HUD-27011, Part A, block 19, when filing a disposition claim (e.g., conveyance, preforeclosure, etc.).*

- 5) Based on the questions asked in #4, should the same logic be applied to customers who are currently facing a Foreclosure Sale?

*It depends on whether or not the borrower has provided information to the lender to review for Loss Mitigation. Lenders are required to review for Loss Mitigation through the whole default cycle including foreclosure. Likewise, they must take into consideration FLD and request an extension - if needed -- through EVARS, especially in start/stop states.*

- 6) Should we foreclose on a borrower who has not responded to LM Solicitations and avoided collection attempts?

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*The borrower must cooperate and provide the requested financial information needed to perform a review for Loss Mitigation.*

- 7) Do we need to mail a separate HAMP Solicitation to the customers facing a foreclosure sale?

*The lender must determine if the borrower is eligible for a FHA HAMP prior to foreclosure. It is up to the lender to determine how it best meets this requirement.*

- 8) Will HUD allow private investors (such as FNMA RMIC, Truman Capital, CalHFA, etc) to "trump" HUD rules and avoid participation in FHA-HAMP? Currently, some investors prohibit term extensions (required by FHA-HAMP), or wish to provide approval prior to loss mitigation execution. Others, such as CalHFA do not allow modifications on their FHA loan types.

*No. Lenders must follow FHA loss mitigation guidelines. FHA will monitor program participants and take administrative actions for non-compliance when required.*

- 9) Will HUD utilize any standard documentation for the modification/partial claim portion of FHA-HAMP? I saw that HUD requires the use of the standard Reason for Default affidavit, but was not sure whether any standardized loss mitigation docs were to be utilized.

*No, HUD does not require standard documentation for modifications and Partial Claims. Lenders should continue to use the documents they use now for modifications and Partial Claims.*

- 10) Can you validate the 'waterfall' review under FHA-HAMP? This would be utilized only after the homeowner was deemed not to qualify for the HUD standard loss mitigation waterfall of SFB > Modification > Partial Claim.

*Yes, that is correct. ML 09-23 defines the priority order for loss mitigation home retention options under Requirements to Use FHA-HAMP.*

- 11) Do we need to review all loans in our pre-sale inventory that have already been declined for a workout (Referred but the property has not yet been taken to sale). Or is HUD going to establish a cutoff period to determine what, if any loans, will need to be reviewed for FHA-HAMP and what will that cutoff period be?

*The ML goes into effect 8/15/09 and requires lenders to review everything for the FHA-HAMP prior to foreclosure sale. Lenders can submit an*



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*extension of time request to FHA through EVARS and request additional time to review for FHA-HAMP.*

- 12) Does the FHA-HAMP list delinquency requirements? I saw that loans with delinquency of 91 days or greater must be run through the standard HUD waterfall (SFB, Mod, PC). Does this mean that if we can complete one of those options, we cannot review for FHA-HAMP?

*Yes, the borrower has to be one full payment past due and placed in a 3-month trial plan, or if current, placed in a 4-month trial modification for the modified mortgage payment.*

*Borrowers who do not qualify for standard loss mitigation options must be reviewed for FHA-HAMP.*

- 13) What if we can solve for the delinquency using one of the "standard" options, but this does not solve for 31% payment-to-income ratio? Do we proceed with FHA-HAMP review, or solve using a "standard" HUD option?

*Lenders are required to use standard loss mitigation first.*

- 14) Are the borrowers eligible for the HAMP program at day 31? Traditional modifications are at 61 days and partial claims are at 91 days for eligibility, which makes me think that anything less than 60 days delinquent would either be looked at for a Special Forbearance or the HAMP program. Is that correct?

*Yes, the borrower has to be one full payment past due or placed in a trial modification for the modified mortgage payment.*

- 15) Is this program mandatory? Are we required to solicit borrowers who may qualify?

*Yes. The evaluation of FHA borrowers for loss mitigation is mandatory. The loss mitigation priority order, as defined on page 3 of the attachment to ML 09-23 states that FHA-HAMP can be utilized only if the mortgagor(s) does not qualify for current home retention options.*

**E. Mortgage Incentives**

- 1) From my understanding the customer will have to sign a loan modification agreement and a Partial Claim Subordinate Note and Mortgage?

*Yes.*

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- 2) Do we use the traditional documents or are there new specific documents that HUD would require?

*Lender would continue to use the same documents as they are currently using.*

- 3) If we are to use the traditional documents do the same rules apply for the Partial Claim and Loan Mod, from the way I am reading the guidelines it says we are to follow the current mortgagee letters, but I just wanted to clarify?

*Yes, that is correct.*

**F. Partial Claim Filing and Document Delivery**

- 1) Confirm that the Partial Claim amount would be set up as a 0% 2nd lien that would be assigned to FHA. Investor/Chase would be paid claim amount at time of mod. Also confirm that the loans so modified can be re-delivered.

*Yes, the subordinate lien is non-interest bearing and there is no lien priority. Mortgagees will file insurance benefits for this Partial Claim in the same manner as a traditional partial claim; See GNMA APM 09-14 (referenced above) for more information about re-pooling.*

- 2) Are there any special claims instructions?

*In addition to the requirement that the Partial Claim be filed and paid prior to the filing of the loan modification claim (see Page 3, Mortgagee Incentives), [Mortgagee Letter 09-39](#) includes claims instructions.*

- 3) Regarding the repayment of the Partial Claim - what is the responsibility of the Servicer to FHA when a payoff is requested on the first lien? Is the Servicer responsible for notifying the Held Assets Servicing Contractor?

*The requirements of ML [03-19](#), section K, are not changed by ML 09-23.*

- 4) Is the Servicer responsible for maintaining the amount of the non interest bearing partial claim and including it with any payoff statements?

*No, see ML 2003-19*

**G. Monitoring**

*No questions at this time.*

**H. Remittance**

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*No questions at this time.*

**I. SFDMS Reporting**

- 1) Will HUD have special coding (for month-end delinquency reporting) for FHA-HAMP? If not, should we use the existing codes for partial payments, modifications, partial claims, etc?

*Additional codes were announced October 9, 2009 via [Mortgagee Letter 09-39](#).*

**J. Eligibility – Mortgagors**

- 1) Under FHA - HAMP is the homeowner is disqualified if they have moved out of the residence and are leasing it out because they can't sell it?

*If the property is non- owner occupied, it is not eligible. If the owner moves back into the property and provides documentation it is now their primary residence, the borrower would be eligible provided they met all other requirements.*

- 2) Can an FHA-HAMP be offered to a borrower in active bankruptcy? A borrower previously discharged?

*Yes, lender would need to check with their legal counsel and may also need to obtain Bankruptcy Court approval.*

**K. Eligibility – Existing Mortgage**

*No questions at this time.*

**L. Eligibility – Maximum Mortgage Amounts**

*No questions at this time.*

**M. Eligibility –Modified Mortgage**

- 1) The existing FHA-insured mortgage must be re-amortized to a 30-year fixed rate mortgage, and must be modified in compliance with all FHA Mortgage Modification requirements, except those specifically modified under the FHA-HAMP program.

a. We appreciate this tool but wish that a 40 year fixed rate mortgage could be

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made available to provide more relief for our at-risk borrowers.

*The program was designed to align with GNMA pooling requirements. Consequently, at this time, only 30 year terms are allowed.*

- b. As a state housing finance agency using mortgage revenue bond financing, we can't change the term of our loans to extend beyond the term originally stated in the bond offering.

*If state bond requirements prohibit re-amortization to 30 years, lender needs to document their servicing file with the reason borrower was not approved for FHA-HAMP.*

- c. If re-amortizing the loan to 30 years extends the new maturity date by more than 10 years, can the loan still be modified under the FHA-HAMP?

*Yes, ML 09-23 requires all loans be re-amortized to 30 years.*

- 2) A servicer must comply with all FHA Mortgage Modification requirements – previous and new requirements for the FHA-HAMP. In previous requirements the borrower needed to be seriously delinquent before certain treatments could be provided. For example, a borrower must be 120 days delinquent or > before a Partial Claim can be used. Also – incentives are not paid to the servicer if the borrower is not at least 90 days delinquent at the time of modification. Given the current housing market and economic environment, we believe these two requirements should be removed and allow servicers to be incented to work with borrowers earlier in the delinquency and provide relief sooner. Our analysis would prove the earlier the intervention the more often a solution can be found and the more successful the customer is at maintaining the new payment.

*Yes, the borrower has to be one full payment past due and placed in a 3 month trial plan, or current and placed in a 4-month trial modification for the modified mortgage payment. The purpose of the evaluation for other loss mitigation options is that a lender may determine that a borrower has a temporary disruption of income, which may be overcome by standard loss mitigation retention tools. In those situations, the lender may choose to utilize a formal forbearance or repayment plan until the borrower is eligible for formal loss mitigation tools.*

## **N. Property Eligibility**

- 1) The FHA-insured property must be the mortgagor's primary residence. This is fully understandable – but the statement goes on to say that it must be their ONLY residence. Are we to interpret the borrower cannot own a second home to qualify?

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*No. The purpose of that statement was that the borrower is eligible for loss mitigation assistance on only one owner-occupied house subject to FHA insurance.*

**O. Interest Rate – Modified New Mortgage**

- 1) To determine the rate do we just use the GNMA Coupon rate for the month the Trial Period is approved and then once they complete the trial we just finalize the loan mod?

*HUD does not set interest rates; the same rules apply the FHA-HAMP modifications as on standard Loan Modifications (see ML [08-21](#) and [09-35](#)).*

**P. Current Loan to Value Requirements Mortgage**

*No questions at this time.*

**Q. Loan Purpose**

- 1) If a customer has had a previous Partial Claim and have used the 12 month PITI allowance are they ineligible for an HAMP or is this amount just capitalized in with a loan mod and would have to be paid back during the life if the first lien modified mortgage?

*A lifetime of 12 months PITI is the maximum allowance. If they have already used it then they would not be eligible for the FHA-HAMP.*

- 2) Clarify whether there is a minimum requirement for lowering of monthly payment.

*HUD has not set a minimum reduction; however, the new mortgage payment must be reduced to be as close as possible to 31% of the gross monthly income.*

- 3) Guidelines state that all existing subordinate financing must be subordinated again to maintain the first lien priority of the HAMP mortgage. We would suggest that a new subordination agreement would not be needed if the capitalization/partial claim is < \$15,000.

*First-lien status must be maintained. See Mortgagee Letter 2000-05, Page 22, Section G. Lien Status – these requirements have not changed.*

**R. Credit History**

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*No questions at this time.*

**S. Seasoning Requirements on the Existing Mortgage**

- 1) If the mortgage under review for FHA-HAMP is an FHA Streamline refinance, does the 12 month age and 4 payment requirement apply?

*No, however, HUD's automated claim processing system (A43C) will suspend the claim in order to determine the age of the prior FHA mortgage. We strongly recommend that the prior FHA case number be entered into the Comments section of the claim.*

- 2) Does seasoning include the trial period?

*No*

**T. Property Valuation**

*No questions at this time.*

**U. Trial Modification**

- 1) During the Trial Period when we are collecting the estimated mortgage payment, does the due date have to move three times on the mortgage or do the funds just have to post to suspense? If this is allowed does this rule apply to the traditional Loan Modification requests where the customer is being required to demonstrate the ability to make the new estimated payment.

*Since the trial modification payments are to be in the amount of the modified mortgage payment (see attachment page 2), the lender would post them to a suspense account tied to the borrower and track that 3 payments (or 4 payments for current loans) were made. This does not constitute a change to a Type II SFB that is referred to in the last part of the question.*

- 2) During the Trial Period do we following the Forbearance Default Guidelines that were described in ML [02-17](#): the customer has missed two installments and has not made contact with us, the home was abandoned, and the borrower informs us they are not going to fulfill the terms of the plan.

*Yes, this would constitute option failure as described in ML 02-17.*

- 3) To clarify, no matter what circumstances that occurred, if a borrower breaks the Trial Plan Arrangements they are not eligible for another HAMP?

**Questions and Answers: ML 09-23 / FHA-Home Affordable Modification Program,  
and subsequent guidance**

The following questions were received via [hsg-lossmit@hud.gov](mailto:hsg-lossmit@hud.gov) and will be posted as submitted.

*Correct.*

- 4) Does the trial payment plan end at the time of the first untimely payment? Is there a grace period for these payments?

*The trial modification payments must be made within 15 days of the installment due date.*

- 5) Clarify how to determine that the trial mod payments have been made on time.”

*Each of the three (or 4, if applicable) trial modification payments must be made within 15 days of the installment due date.*

**V. Documentation Requirements**

- 1) When collecting the [Home Affordable Affidavit](#) can we send this document with the Trial Plan Forbearance or do we have to send this in a separate LM Solicitation?

*The borrower must complete and return this document with the financial information since it explains the reason for the hardship. The lender would not be able to approve a borrower without this document. Trial modification is then sent out after approval.*

- 2) Will HUD require that we validate the homeowner's proof of income prior to sending FHA-HAMP documents to the homeowner? This pertains to the issue that we solved recently, where HUD does not recognize a "pre-qualified" modification, and we changed our process to ensure that the homeowner is financially approved prior to sending documents.

*Yes, although the lender can take information verbally as most do now, they still have the requirement to verify the information before FHA-HAMP or any loss mitigation option can be approved, and before sending the FHA-HAMP documents to the homeowner.*

**W. Underwriting Requirements – General**

- 1) What is the GSA exclusion list and HUD’s LDP - where are they published?

*The GSA exclusion list provides information on parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits – see <https://www.epls.gov/>, HUD’s Limited Denial of Participation (LDP) is an action taken by HUD which excludes a party from further participation in a HUD program - see <http://www.hud.gov/offices/enforce/ecldp.cfm>*



**Questions and Answers: ML 09-23 / FHA-Home Affordable Modification Program,  
and subsequent guidance**

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**X. Loss Mitigation – Priority Order**

*No questions at this time.*

**Y. Underwriting – Monthly Gross Income**

- 1) Are customers who unemployed but are collecting unemployment benefits and meet the other requirements for the HMP Eligible for this workout? If so is there a time restriction to the time when this workout is approved to the day when the benefits would run out? For example, the customer is unemployed but will receive unemployment benefits for the next 12 months and can provide proof of this? If this is allowed are we allowed to approve traditional loan modifications and partial claims using the same logic?

*See ML 09-23's Attachment for income guidelines and ML 2000-05 for the financial analysis guidelines.*

- 2) Does PITI include HOA fees as in HMP program?

*Yes.*

- 3) How long must unemployment benefits last to be considered income?

*Unemployment income must be documented with reasonable assurance of its continuance for at least 12 months.*

- 4) What is acceptable documentation to support alimony, child support or unemployment income?

*If the borrower elects to use **alimony or child support income** to qualify, acceptable documentation includes photocopies of the divorce decree, separation agreement or other type of legal written agreement or court decree that provides for the payment of alimony or child support and states the amount of the award and the period of time over which it will be received. **Servicers must determine that the income will continue for at least 12 months.** The borrower must present proof of full, regular and timely payment, such as deposit slips, bank statements or signed federal income tax returns.*

*If the borrower has other **income** such as **unemployment**, acceptable documentation includes letters, exhibits, or benefits statement from the provider that states the amount, frequency and duration of the benefit. The servicer must obtain copies of signed federal income tax returns, IRS W-2*



**Questions and Answers: ML 09-23 / FHA-Home Affordable Modification Program,  
and subsequent guidance**

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*forms, or copies of the two most recent bank statements.*

**Z. Underwriting – Front End Debt to Income Ratio**

- 1) Does the target 31% DTI pertain to the payment calculation at the time of the qualification for the trial plan OR the final calculation of the HAMP plan following the accrual of additional past due amounts?

*The lender should try to get as close to the 31% DTI as possible at both the trial modification period and the final HAMP, understanding that there will be some variance due to rounding and since the trial payment is an estimate.*

**AA. Underwriting - Back End Debt to Income Ratio**

- 1) When calculating the back end ratio, what does HUD consider incremental monthly obligations? Does this mean all monthly obligations including Food and Housing Costs?

*No, food housing, and utilities are excluded. Obligations to be included in the ratio are the credit report trade line items, and other items as stated on page 3 of the attachment to the HAMP ML.*

- 2) For debt-to-income requirements, does FHA-HAMP require that we utilize only what is on the credit report to calculate the homeowner's back-end ratio? Or will HUD require that we use the standard financial calculation and review all homeowner monthly expenses? The FNMA/FHLMC MHA program utilizes only the debts that are listed on the credit report.

*Trade lines on the credit report can be used for verification, however, the servicer must also consider information obtained from the mortgagor orally or in writing concerning incremental monthly obligations (see the attachment to ML 09-23).*

*Per HUD Handbook 4155.1, Paragraph 2-12, The borrower's liabilities include all installment loans, revolving charge accounts, real estate loans, alimony, child support, and all other continuing obligations. In computing the debt-to-income ratios, the lender must include the monthly housing expense and all other additional recurring charges extending ten months or more, including payments on installment accounts, child support or separate maintenance payments, revolving accounts and alimony, etc. Debts lasting less than ten months must be counted if the amount of the debt affects the borrower's ability to make the mortgage payment during the months immediately after loan closing; this is especially true if the borrower will have limited or no cash assets after loan closing.*

**Questions and Answers: ML 09-23 / FHA-Home Affordable Modification Program,  
and subsequent guidance**

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*The following additional information deals with revolving accounts and alimony payments:*

- Revolving Accounts. *If the account shown on the credit report has an outstanding balance, monthly payments for qualifying purposes must be calculated at the greater of 5 percent of the balance or \$10 (unless the account shows a specific minimum monthly payment).*
  - Alimony. *Because of the tax consequences of alimony payments, the lender may choose to treat the monthly alimony obligation as a reduction from the borrower's gross income in calculating qualifying ratios, rather than as a monthly obligation.*
- 3) The backend ratio cannot exceed 55%. Our interpretation is the FHA-HAMP will not be given if this condition exists. We would agree a backend ratio of 55% or greater does add risk to the sustainability of the modification but would also suggest we work with the borrower to get support in restructuring all of their debt through a HUD-approved counselor. The borrower could be given the opportunity to complete their trial modification payments while seeking counseling and restructuring of their other debt. This allows the borrower time and supplemental cash assistance during the three months.

*As specified in ML 09-23, the Back End Ratio must not exceed 55%. If the Back End Ratio exceeds 55%, the FHA-HAMP cannot be offered to the mortgagor. The Department encourages mortgagees to work with borrowers to seek counseling to get support in restructuring their entire debt. However, when the mortgagee evaluates the borrower's eligibility for the FHA-HAMP, the Back End Ratio must not exceed 55%.*

- 4) If a borrower eliminates debt in Chapter 7 to meet the 55 ratio requirement, would they be eligible for servicing (post discharge) alternatives including HAMP whether or not they reaffirmed the mortgage?

*Yes, please refer to Mortgagee Letter [08-32](#) and consult with your legal counsel.*

**BB. Underwriting – Subordinate Financing**

*No questions at this time.*

**CC. Underwriting – Upfront Mortgage Insurance Premium**

- 1) Does the first mortgage principal reduction provided the borrower under HAMP trigger the 78% threshold under which MIP could be terminated?

**Questions and Answers: ML 09-23 / FHA-Home Affordable Modification Program,  
and subsequent guidance**

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*No, because the borrower has simply bifurcated their total mortgage debt into two instruments. See also Section J of ML 2000-05, which states in part that monthly MIP payments must be calculated on the original insurance amount.*

**DD. Underwriting – Annual Premium**

*No questions at this time.*

**EE. Underwriting - Calculation of Maximum Partial Claim Amount**

- 1) Are we allowed to include all escrow shortages and amounts to fund escrow in the HAMP?

*Yes.*

- 2) If so, should we run an updated escrow analysis prior to preparing the final modifications?

*Yes.*

- 3) If we do this, what happens if the customer does not meet the required ratios to complete the loan modification. (This would occur in a case where the customer had Forced Placed Taxes or Insurance during the trial period)

*The borrower has to meet the 31/55 ratios. If not, , the borrower would have to be evaluated for standard loss mitigation options.*

- 4) We fully understand the Partial Claim may not exceed the equivalent of 12 months PITI and allowable foreclosure costs, but need further clarification if we would be allowed to capitalize any remaining arrearage if this limit was hit and the borrower needed to capitalize the remaining to become current.

*The FHA-HAMP Partial Claim is the sum of three amounts, not to exceed 30% of the outstanding principal balance.*

1. *Arrearages not to exceed 12 months PITI; this includes existing partial claims*
  - a. *A partial claim(including under FHA-HAMP) would be limited to 4 months PITI today if a previous partial claim had already been granted for 8 months PITI.*
2. *Allowable Legal Fees and Foreclosure Costs related to the cancelled, incomplete foreclosure action.*
3. *Remaining Amounts to Principal Reduction (up to an amount*

**Questions and Answers: ML 09-23 / FHA-Home Affordable Modification Program,  
and subsequent guidance**

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*necessary to achieve the 31% front-end debt to income ratio),*

*Just as for the regular partial claim, no additional arrearage exceeding the maximum of 12 months PITI can be included in that portion of the FHA-HAMP Partial Claim total.*

**FF. Partial Claim Guidelines**

*No questions at this time.*

**GG. 90 days Past Due or In Foreclosure**

- 1) *For loans in the foreclosure process - PRIOR to first legal being filed - will there be an automatic 90-day extension to review these loans for FHA-HAMP? Does this include loans in the foreclosure process prior to 8/15/09?*

*Lenders would be granted an automatic 90 day extension under 24 CFR [203.355](#) for owner occupied properties to review for HAMP. As appropriate, enter the expiration date of this automatic extension to Form HUD-27011, Part A, block 19, when filing a disposition claim (e.g., conveyance, preforeclosure, etc.).*

- 2) *For loans currently in our foreclosure process - AFTER the first legal has been filed - will HUD give servicers an extension for reasonable diligence to postpone sales and review files again for FHA-HAMP?*

*Yes, when lenders exceed the reasonable diligence time frames they are required to document their servicing files and explain on their claim the reason for exceeding time frames.*

- 3) *Can the loan be in foreclosure at the time of the loss mitigation review or does Foreclosure have to be put on hold?*

*It is the same process as standard loss mitigation- complete the loss mitigation review and, if approved, cancel the foreclosure.*

- 4) *If the loan is put on hold for review and ultimately foreclosure resumes, what percentage of the original foreclosure fees and costs are claimable?*

*It is the standard percentage of up to 75% of foreclosure costs.*

**HH. Escrows**

*No questions at this time.*

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and subsequent guidance**

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**II. Unpaid Late Fees Waived**

*No questions at this time.*

**JJ. Credit Report**

- 1) For current borrowers who have eminent default, are we suppose to block credit and report them current during the trial plan?

*No, report them as usual.*

- 2) When the homeowner enters the 3 month Trial period should credit reporting be blocked?

*No, report them based on compliance with the contractual due date.*

**KK. Mortgagee Incentives**

*No questions at this time.*

**LL. Mortgagor Cash Contribution**

- 1) The mortgage is 14 months delinquent. Could we capitalize the extra 2 months into the modification so that we comply with the 12 month PITI delinquency cap?

*No, the extra 2 months delinquency can neither be capitalized into the modification, nor can it be a different component in the Partial Claim mortgage. The borrower would need to pay down the delinquency on the first mortgage to be within the 12 month cap –a mortgage payment is not a cash contribution.*

- 2) If the borrower does not contribute for costs associated with the Loan Modification, are we allowed to include those in the Partial Claim?

*Per ML 08-21, HUD allows for certain costs such as attorney fees and costs to be included in a PC, late charges are not allowed.*

**MM. Disclosure**

*No questions at this time.*

**NN. Fair Lending**

*No questions at this time.*

**Questions and Answers: ML 09-23 / FHA-Home Affordable Modification Program,  
and subsequent guidance**

The following questions were received via [hsg-lossmit@hud.gov](mailto:hsg-lossmit@hud.gov) and will be posted as submitted.

**OO. Consumer Inquiries and Complaints**

*No questions at this time.*

**PP. Case/Mortgage Documentation**

*No questions at this time.*

**QQ. Anti-Fraud Measures**

*No questions at this time.*

**RR. Data Collection**

*No questions at this time.*

Revision History	
08/12/2009	Initial Publication
08/14/2009	New sections J and K added, all subsequent sections re-lettered. New questions/answers: F2, J1, S1, S2, Y4, Z1, CC1, JJ2, LL1, Revisions to answers: AA1 and AA2
10/28/2009	New questions/answers: A5, F3, F4, J2, J3, W1, LL2 Modified questions/answers: A2, D15, EE4(1)(a) Revisions to answers: A1, F2, I1, O1, V2 Reorganization: Z1 moved to AA4, M1 became M1a, b &c
01/22/2010	Revision to answer: A1
01/28/2010	Revision to answers: A3, D12, M2, U1, U5 Modified question/answer: U5

**Exhibit 2**

FAX COVER SHEET (This page should be returned to us with your completed financial analysis form)  
 \*\*PLEASE INCLUDE THE ACCOUNT NUMBER ON EVERY PAGE OF YOUR RETURNED PACKAGE\*\*

To: Loss Mitigation	Account Number(s)
From: Todd Silber	233 Gibraltar Road Suite 600
Fax to: 1-866-709-4744	Horsham PA 19044

All of the following information must be completed and returned to determine eligibility:

- Financial Analysis Form (Enclosed)
- A copy of the most recently filed signed federal income tax return, including all schedules and forms, for each borrower
- A signed and dated copy of IRS Form 4506T-EZ (Request for Transcript of Tax Return) with all applicable fields completed for each borrower - (Borrowers who filed their tax returns jointly may send in one IRS Form 4506T-EZ signed and dated by both the joint filers.) (Enclosed)
- Documentation to verify all of the income of each borrower. Please see the chart below for the type of documentation required for each type of income.
- Documentation to verify expenses for Homeowners or Condominium Association Dues for condominiums and Co Ops. Please see the chart below.

TYPE OF INCOME	DOCUMENTATION REQUIRED
For each borrower who is paid by an employer:	<input type="checkbox"/> Copy of the two most-recent pay stubs from your employer including year-to-date information. Pay stubs or other documentation that shows year-to-date income must be submitted. Pay stubs cannot be more than 90 days old. If hired within the fiscal year of 2009, please include your employment start date.
Other earned income (e.g. bonus, commission, fee, housing allowance, tips, and/or overtime)	<input type="checkbox"/> Copy of third party documentation describing the nature of the income (e.g. an employment contract and/or printouts documenting tip income)
For each borrower who is self-employed:	<input type="checkbox"/> Copy of the most recent quarterly or year-to-date profit and loss statement
For each borrower who has benefit income such as Social Security, disability, death benefits, or pension:	<input type="checkbox"/> Copy of benefits statement or letter from the provider that states the amount and frequency of the benefit, AND <input type="checkbox"/> Copies of the two most-recent bank statements or other documentation showing receipt of benefit income. Bank statements cannot be over 90 days old.
For each borrower who has income such as unemployment or public assistance:	<input type="checkbox"/> Copy of benefits statement or letter from the provider that states the amount, frequency, and duration of the benefit. Such benefit must continue for at least 9 months to be considered qualifying income. Bank statements cannot be over 90 days old.
For each borrower who is relying on alimony or child support as qualifying income:	<input type="checkbox"/> Copy of divorce decree, separation agreement, or other legal written agreement filed with the court that shows the amount of the award and period of time over which it will be received, AND <input type="checkbox"/> Copies of the two most-recent bank statements or other documentation showing receipt of alimony or child support. Bank statements cannot be over 90 days old.
For each borrower who has rental income from an investment property:	<input type="checkbox"/> Copy of the most-recent federal tax return with all schedules, including Schedule E-Supplemental Income and Loss. If the subject property, on which the modification is being requested, is not your primary residence, please include the following: <input type="checkbox"/> Copy of the current lease agreement for this property
For each borrower who has income not specified above:	<input type="checkbox"/> Signed letter from the person(s) that contributes the income showing the amount and frequency of the income. This would include situations where the borrower rents a room of his or her primary residence to another person.
TYPE OF EXPENSE	DOCUMENTATION REQUIRED
For borrower(s) whose property requires Homeowners or Condominium Dues:	<input type="checkbox"/> A letter or billing statement from the Homeowners or Condominium Association or Co Op showing the amount and frequency of dues.

If you want to sell this property, please also include:

- ☐ Copy of the listing agreement
- ☐ Copy of the sales contract, if available
- ☐ Copy of the estimated Settlement Statement (HUD1), if available
- ☐ Signed Third Party Authorization Form

★ Please see Attached Letter. That was faxed and/or mailed with this Packet. I have read and tried to understand All terms IN this Packet. IF anywhere I signed Is stating



# FINANCIAL ANALYSIS FORM

Account Number 286 8843

<b>I want to:</b> <b>The property is my:</b> <b>The property is:</b>		<input checked="" type="checkbox"/> <b>Keep the Property</b> <input checked="" type="checkbox"/> <b>Primary Residence</b> <input checked="" type="checkbox"/> <b>Owner Occupied</b>		<input type="checkbox"/> <b>Sell the Property</b> <input type="checkbox"/> <b>Second Home</b> <input type="checkbox"/> <b>Renter occupied</b>		<input type="checkbox"/> <b>Investment</b> <input type="checkbox"/> <b>Vacant</b>	
<b>BORROWER</b>				<b>CO-BORROWER</b>			
Borrower's Name: <u>John Silber</u>				Co-borrower's Name: _____			
V Number: <u>2236</u> DATE OF BIRTH: <u>8-13</u>				SOCIAL SECURITY NUMBER: _____ DATE OF BIRTH: _____			
HOME PHONE NUMBER WITH AREA CODE: <u>860-488-1030</u>				HOME PHONE NUMBER WITH AREA CODE: _____			
CELL OR WORK NUMBER WITH AREA CODE: <u>860-922-4156</u>				CELL OR WORK NUMBER WITH AREA CODE: _____			
MAILING ADDRESS: <u>22 Farnham Rd. South Windsor CT 06074</u>				MAILING ADDRESS: _____			
PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME): <u>SAME</u>				EMAIL ADDRESS: _____			
Is the property listed for sale? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Have you received an offer on the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date of offer: _____ Amount of Offer \$: _____ Agent's Name: _____ Agent's Phone Number: _____ For Sale by Owner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				Have you contacted a credit-counseling agency for help? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please complete counselor contact information below. Counselor's Name: _____ Counselor's Phone Number: _____ Counselor's Email: _____			
Who pays the Real Estate Tax bill on your property? <input type="checkbox"/> I do <input checked="" type="checkbox"/> Lender does <u>ESCROW</u> Are the taxes current? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Condominium or HOA Fee <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No \$ _____ Paid to: _____				Who pays the hazard insurance policy for your property? <input type="checkbox"/> I do <input checked="" type="checkbox"/> Lender Does <input type="checkbox"/> Paid by Condo or HOA <u>ESCROW</u> Is the policy current? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name of Insurance Co.: _____ Insurance Co. Tel #: _____			
Have you filed for bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> If yes: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 Filing Date: _____ Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Bankruptcy case number: _____				If there are additional Liens/Mortgages or Judgments on this property, please name the person(s), company or firm and their telephone numbers. Lien Holder's Name/Service: <u>N/A</u> Balance: _____ Contact Number: _____ Loan Number: _____			
<b>HARDSHIP AFFIDAVIT</b>							
I am having difficulty making my monthly payment because of financial difficulties created by (Please check all that apply):							
<input checked="" type="checkbox"/> My household income has been reduced or lost. For example: unemployment, underemployment, reduced pay or hours, decline in business earnings, death in family, serious or chronic illness, permanent or short-term disability, incarceration, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members) or divorce of a borrower or co-borrower.				<input type="checkbox"/> My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.			
<input type="checkbox"/> My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical or health care costs, uninsured losses (such as those due to fires or natural disasters), increased property taxes, or unexpectedly high utilities.				<input type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments).			
<input type="checkbox"/> Other: _____							
<b>Explanation (Required):</b> <u>I have been unemployed from July to Present day. I have Done my Best to stay on top of All my Bills and Responsibility. But in November I could No longer pay my bills. I was also unemployed Nov 2008 to Feb 2009. But was still able to pay all my bills. I sold some of my car. I No longer have some things all savings. Sold things at church. But Now I Need help</u> <u>Please Remove My Arith Cost is Keeping this House, Fuel for my children and keeping the Electricity on.</u>							
If additional space is needed for Explanation, please include an additional page.							

I have been in the Car Business for 8 years. Its Great money, Just look How I was able to pay Bills for some time. I have No doubt that Come Feb or

FINANCIAL ANALYSIS FORM  
(Continued)

Account Number 9843

1 - Monthly Household Income		2 - Monthly Household Expenses/Debt		3 - Household Assets	
Gross Salary/Wages	\$ 2919.70	First Mortgage Payment	\$ 1990.80	Checking Account(s) Balance	\$ 649.00
Gross salary/wages = total monthly income before any tax withholding or employer deductions		Second Mortgage Payment/Liens/Rents	\$ X	Checking Account(s) Balance	\$ 74.00
Overtime	\$ X	Insurance - based, wind, flood, etc (if not escrowed and included in your current mortgage payment)	\$ 6.00	Savings/Money Market	\$ X
Child Support/Alimony*	\$ X	Property Taxes (if not escrowed and included in your current mortgage payment)	\$ 600.00	CDs	\$ X
Social Security/SSDI	\$ X	Credit Cards/Installment Loan(s) (total minimum payment per month)	\$ 500.00	Stocks/Bonds	\$ X
Other monthly income from pensions, annuities or retirement plans	\$ X	Alimony, child support payments	\$ X	Other Cash on Hand	\$ X
Tips, commissions, bonus and self-employed income	\$ X	Health Insurance	\$ X	Other Real Estate (estimated value)	\$ X
Rents Received	\$ X	HOA/Condo Fees/Property Maintenance	\$ X	Other	\$ X
Unemployment Income	\$ X	Car Payments	\$ 207.46		
Food Stamps/Welfare	\$ X	Medical Expenses	\$ X		
Other (investment income, royalties, interest, dividends, etc)	\$ X	Child Care	\$ X		
		Student Loans/Personal Loans	\$ X		
		Auto Expenses /Gasoline/Insurance	\$ 200.00		
		Food/Household Supplies	\$ 245.00		
		Water/Sewer/Utilities/Phone(s)/Cable	\$ 546.00		
		Other	\$ 0.00		
Total (Gross Income)	\$ 2919.70	Total Debt/Expenses	\$ 4111.21	Total Assets	\$ 723.00

\*Include combined income and expenses from the borrower and co-borrower (if any). If you include income and expenses from a household member who is not a borrower, please specify using a separate page if necessary. You are not required to disclose Child Support, Alimony or Separation Maintenance income, unless you choose to have it considered by your servicer. If additional space is needed, please include an additional page.

**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 race or ethnicity, 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.

BORROWER	CO-BORROWER
<input type="checkbox"/> I do not wish to furnish this information	<input type="checkbox"/> I do not wish to furnish this information
<b>ETHNICITY:</b> <input checked="" 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 checked="" 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 checked="" type="checkbox"/> Male	<b>Sex:</b> <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male

To be Completed by Interviewer

This application was taken by:

Interviewer's Name (print or type) & ID Number	Name/Address of Interviewer's Employer
Interviewer's Signature	
Interviewer's Phone Number (include area code)	

☐ Face-to-face interview  
☐ Mail  
☐ Telephone  
☐ Internet

\*\*\* - Please Note the Credit CARD Installments and payments are Not a Priority At this Time. I have always paid them on time. However we and my family are in Mortgage Electricity Heat, and Food.

# ACKNOWLEDGEMENT AND AGREEMENT

Account Number

866447545

In making this request for consideration to review my loan terms I/We certify under penalty of perjury:

- 1 That all of the information in this document is truthful and the event(s) identified is/are the reason that I/we need to request a modification of the terms of my/our mortgage loan, short sale or deed-in-lieu of foreclosure.
- 2 I/we understand that the Servicer, the U.S. Department of the Treasury, or its agents may investigate the accuracy of my/our statements and/or may require me/us to provide supporting documentation. I/we also understand that knowingly submitting false information may violate Federal law.
- 3 I/we understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
- 4 I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this document, the Servicer may cancel my Agreement under Making Home Affordable and may pursue foreclosure on my/our home.
- 5 I/we understand any fee to validate the value of the property will be assessed to the account.
- 6 I/we have not received a condemnation notice; and there has been no change in the ownership of the Property since I/we signed the documents for the mortgage that I/we want to modify.
- 7 I/we certify that I/we will obtain credit counseling if it is determined that my/our financial hardship is related to excessive debt. For purposes of the Making Home Affordable program, "excessive debt" means that my/our debt-to-income ratio after the modification would be greater than or equal to 55%.
- 8 I/we are willing to provide all requested documents and to respond to all Servicer questions in a timely manner.
- 9 I/we understand that the Servicer will use the information in this document to evaluate my/our eligibility for a loan modification or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me/us assistance based solely on the statements in this document.
- 10 I/we agree that any prior waiver as to payment of escrow items in connection with my/our loan has been revoked.
- 11 I/we agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on the loan.
- 12 I/we understand that the Servicer will collect and record personal information, including, but not limited to, my/our name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I/we understand and consent to the disclosure of my/our personal information and the terms of any Making Home Affordable Agreement by 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/our first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services in connection with Making Home Affordable; and (e) any HUD certified housing counselor.
- 13 ☒ My/Our property is owner occupied; I/we intend to reside in this property for the next twelve months.  
☐ My/Our property is not owner occupied.

Borrower Signature

Date

Co-Borrower Signature

Date

If you have questions about this document or the modification process, please call us at the phone number listed on your monthly account statement. If you need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.

1-888-995-HOPE  
Homeowner's HOPE Hotline

## NOTICE TO BORROWERS

Be advised that you are signing the following documents under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income 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 the enclosed documents you certify, represent and agree that:  
"Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, 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 misrepresentations 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.sig tarp.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



DEC-18-2009 02:15 FROM: SOUTH WINDSOR PUBLIC 8605441542

TO: 18667094744

P. 6

**4506T-EZ** Short Form Request for Individual Tax Return Transcript  
Form (October 2009)  
Department of the Treasury Internal Revenue Service

Request may not be processed if the form is incomplete or illegible.

OMB No. 1545-2184

Tip: Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge.

1a Name shown on tax return. If a joint return, enter the name shown first.  
Todd Silber

1b Tax return number on tax return  
2236

2a If a joint return, enter spouse's name shown on tax return.

2b Tax return number if joint tax return

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code  
73 Farnham Rd. South Windsor CT 06074

4 Previous address shown on the last return filed if different from line 3

5 If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

Third party name  
OMAC Lease Administration

Address (including apt., room, or suite no.), city, state, and ZIP code  
233 Gilbraltar Road Suite 600 Haverham PA 19044

Telephone number

6 Year(s) requested. Enter the year(s) of the return transcript you are requesting (for example, "2008"). Most requests will be processed within 10 business days.  
2008 2007 2006 2005

Caution. If the transcript is being mailed to a third party, ensure that you have filled in line 5 before signing. Sign and date the form once you have filled in line 6. Completing these steps helps to protect your privacy.

Note. If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a. If the request applies to a joint return, either husband or wife must sign.

Note. This form must be received within 90 days of signature date.

Sign Here  
Signature (see instructions)  
[Signature]

Date  
12/10/09

Telephone number of taxpayer on line 1a or 2a

Spouse's signature

Date

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 541853

Form 4506T-EZ (10-2009)

Form 4506T-EZ (10-2006)

Page 2

**Purpose of form.** Individuals can use Form 4506T-EZ to request a tax return transcript that includes most lines of the original tax return. The tax return transcript will not show payments, penalty assessments, or adjustments made to the originally filed return. You can also designate a third party (such as a mortgage company) to receive a transcript on line 5. Form 4506T-EZ cannot be used by taxpayers who file Form 1040 based on a fiscal tax year (that is, a tax year beginning in one calendar year and ending in the following year). Taxpayers using a fiscal tax year must file Form 4506-T, Request for Transcript of Tax Return, to request a return transcript. Use Form 4506-T to request the following.

- A transcript of a business return (including estate and trust returns).
- An account transcript (contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed).
- A record of account, which is a combination of line item information and later adjustments to the account.
- A verification of nonfiling, which is proof from the IRS that you did not file a return for the year.

- A Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.

Form 4506-T can also be used for requesting tax return transcripts.

**Automated transcript request.** You can call 1-800-829-1040 to order a tax return transcript through the automated self-help system. You cannot have a transcript sent to a third party through the automated system.

**Where to file.** Mail or fax Form 4506T-EZ to the address below for the state you lived in when that return was filed.

If you are requesting more than one transcript or other product and the chart below shows two different RAIVS teams, send your request to the team based on the address of your most recent return.

### Where to mail . . .

**If you filed an individual return and lived in:**

Alabama, Delaware, Florida, Georgia, North Carolina, Rhode Island, South Carolina, Virginia

Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address

Alaska, Arizona, California, Colorado, District of Columbia, Hawaii, Idaho, Iowa, Kansas, Maine, Maryland, Massachusetts, Minnesota, Montana, New Hampshire, New Mexico, New York, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Vermont, Washington, Wisconsin, Wyoming

Arkansas, Connecticut, Illinois, Indiana, Michigan, Missouri, New Jersey, Ohio, Pennsylvania, West Virginia

**Mail or fax to the "Internal Revenue Service" at:**

RAIVS Team  
P.O. Box 47-421  
Stop 51  
Doraville, GA 30092  
770-455-2335

RAIVS Team  
Stop 5715 AUSC  
Austin, TX 73301  
612-460-2272

RAIVS Team  
Stop 37106  
Fresno, CA 93688  
550-456-5876

RAIVS Team  
Stop 6705-641  
Kansas City, MO 64999  
816-292-6162

**Signature and date.** Form 4506T-EZ must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506T-EZ within 60 days of the date signed by the taxpayer or it will be rejected.

Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506T-EZ exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. Sections 6103 and 6109 require you to provide this information, including your SSN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and other states, and the District of Columbia for use in administering their tax laws. You may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506T-EZ will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 5 min.; Preparing the form, 15 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506T-EZ simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE WCAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6626, Washington, DC 20224. Do not send the form to this address. Instead, see Where to file on this page.

### THIRD PARTY AUTHORIZATION and AGREEMENT TO RELEASE

(Please complete and return if you ONLY want us to speak with your Real Estate Agent, or any other designated third party on your behalf.)

Account Number: 8843 Name: Todd Silber  
 Property Address: 73 Farnham Rd. South Windsor Ct 06024



Before you sign this authorization, please be aware that...

- There is never a fee to get assistance or information about the Making Home Affordable program from your lender or a HUD-approved housing counselor.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house.
- Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- ONLY use HUD certified counseling agencies: Call 1.800.CALL.FHA to find a HUD-certified housing counseling agency.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.

I/we do hereby authorize (my lender/mortgage servicer) to release or otherwise provide to:

Name \_\_\_\_\_ of \_\_\_\_\_ Company Name \_\_\_\_\_ in his/her capacity as  
 Relationship (if applicable) \_\_\_\_\_ Phone Number \_\_\_\_\_

public and non-public personal financial information contained in my loan account which may include, but is not limited to, loan balances, final pay-off statement, loan payment history, payment activity, and/or property information.

We, the lender/mortgage servicer, will take reasonable steps to verify the identity of the 3rd party authorized above, but will have no responsibility or liability to verify the true identity of the requestor when he/she asks to discuss my account or seeks information about my account. Nor shall we, the lender/mortgage servicer, have any responsibility or liability for what the requestor may do with the information he/she obtains concerning my account.

I/we do hereby indemnify and forever hold harmless the lender/mortgage servicer, from all actions and causes of actions, suits, claims, attorney fees, or demands against the lender/servicer which I/we and/or my heirs may have resulting from the lender/mortgage servicer discussing my loan account and/or providing any information concerning the loan account to the above named requestor or person identifying themselves to be that requestor.

If you agree to this Authorization and the terms of the Release as stated above, please sign, date, and return with the Financial Analysis form.

NOTE: No information concerning your account will be provided until we have received this executed document. The authorization needs to be in the name of an individual (not a company) and a form needs to be completed for each authorized individual. All parties on the Mortgage must sign.

Todd Silber  
 Borrower Printed Name  
 Co-Borrower Printed Name

[Signature]  
 Borrower Signature  
 Co-Borrower Signature

12/14/08  
 Date  
 Date





To whom it may concern,

Attached is my current Unemployment compensation stub. The stub reflects \$679 paid weekly, with a balance of \$13608.00 This Balance provides 20 more weeks of Unemployment compensation. However please understand that there are extensions that I will qualify for (since I was in the Auto Business) That will surpass your 9 month requirement.

20weeks left currently

Plus the first extension: **October 2 Update:** Senator Max Baucus, Chairman of the Finance Committee, introduced legislation - the Emergency Unemployment Compensation Act of 2009 - that provides additional weeks of federal unemployment benefits to workers in all states. Baucus and Senate Majority Leader Harry Reid propose four extra weeks of extended unemployment benefits for all states, plus 13 additional weeks for the 27 hardest-hit states.

Connecticut falls in the parameter of the "27 hardest hit states" [REDACTED]

This extension provides 17 more weeks

Second extension: **November 6 Update:** President Obama has signed the unemployment extension legislation. Check with your state unemployment office for details on when payments will start being made. The extension provides for 14 weeks of extended benefit coverage for every state and an additional 6 weeks, for a total of 20 weeks, in high unemployment states where unemployment is over 8.5%.

Again Connecticut is unfortunately over 8.5%

This extension provides another 20weeks

Now these 2 first extensions alone plus my current benefit time is 57 weeks, totaling over 1 year.

Please understand I have no intention of staying unemployed that long. Come spring time the latest I will land back in a car dealership. Please also understand I was laid off back in July of 09 and have gone through all of my savings. I did not think I would be unemployed this long. This is the down side to the auto Business, great, money while employed, but hi turn around. While employed in the Auto Business, my history and experience grants me a pretty high paying salary. So even though was laid off in July, I was able to live off most of my savings and pay all my bills up until November. Currently I am not behind on any other bills other then my mortgage. But I can no longer survive off unemployment alone, and still pay all my bills. I hope that the fact I kept trying and staying above "water" for the past 4 months will show some character. I did not reach for handouts and help from all sources nor did I stop paying bills upon my layoff back in July. I fought every day to find work and stay on top of all my financial obligations. At this time I have to prioritize, I am the sole provider for my 2 children. My priorities are keeping my House, Keeping the heat and electricity on, and keeping food on the table. As soon as GMAC

8843

8843

Sincerely Todd Silber





## Transaction History

### Disclaimer

The transactions and balances shown below may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges. This report is for information only.

#### Account Title/Address:

TODD SILBER  
73 FARNHAM RD

SOUTH WINDSOR, CT 06074

#### Customer Name:

TODD SILBER

Acct #: 19654443

Acct Type: VIP FREE INTEREST CHECKING

Balance: \$804.55

Total Available Balance: \$125.55

Last Statement Date: 11/20/2009

#### History search parameters

##### Transaction

Type: DDA Transactions

##### Amount

From:

To:

##### Date

From: 12/01/2009

To: 12/18/2009

#### Pending Transactions

Post Date	Transaction Type	Description	Check #	Amount/Rate
12/18/2009	DEPOSIT	DEPOSIT	0000100000	679.00

#### Posted Transactions

Post Date	Transaction Type	Description	Check #	Amount/Rate	Resulting Balance
12/17/2009	CK CRD SIGNATURE PURCH	ALEXIAS PIZZA 4021714334435765	0000000000	30.08	\$125.55
12/17/2009	CK CRD PIN PURCHASE	GEISSLER'S SUPER MARKET 5346	0000000000	22.12	\$155.63
12/16/2009	CK CRD PIN PURCHASE	OCEAN STATE JOB LOCKER S 5040	0000000000	22.15	\$177.75
12/16/2009	CK CRD PIN PURCHASE	MANCHESTER IRVINGMANCHEST 022	0000000000	46.84	\$199.90
12/15/2009	ACH WITHDRAWAL	Credit One Bank Payment 93	0000000000	40.00	\$246.74
12/15/2009	ACH WITHDRAWAL	GENESIS WEB BANK Payment 09	0000000000	45.00	\$206.74
12/15/2009	ACH WITHDRAWAL	JCPENNEY/GEMB CHECKPAYMT 09	0000000000	60.00	\$331.74
12/14/2009	CK CRD SIGNATURE PURCH	FAS 316 MART 1	0000000000	13.06	\$391.74
12/14/2009	CK CRD SIGNATURE PURCH	GEISSLER'S SUPERMA 1	0000000000	26.46	\$403.80
12/14/2009	POD INCLEARING CHECKS	PAID CHECK	0000000000	126.09	\$430.26
12/14/2009	CK CRD SIGNATURE PURCH	BJ'S WHOLESALE 184 53888743344	0000000000	132.47	\$556.35
12/14/2009	CK CRD SIGNATURE PURCH	BJ'S WHOLESALE 184 53889543344	0000000000	142.23	\$698.82
12/14/2009	ACH WITHDRAWAL	SEARS PAYMENT CHECK PYMT 09	0000000000	40.00	\$831.05
12/14/2009	CK CRD PIN PURCHASE	SOU JCPENNEY STORE 532SOU 0003	0000000000	65.00	\$973.05
12/11/2009	CK CRD PIN PURCHASE	TANDY LEATHER 105TANDY LE 001	0000000000	32.86	\$936.05
12/11/2009	WITHDRAWAL AT ATM	1695 ELLINGTON RD 115719433443	0000000000	440.00	\$968.91
12/10/2009	CK CRD PIN PURCHASE	STOP & SHOP #699STOP & SH 001	0000000000	8.80	\$1,408.91
12/10/2009	DEPOSIT	DEPOSIT	0000000000	1,359.00	\$1,417.71
12/09/2009	CK CRD SIGNATURE PURCH	HIGASHI JAPANESE R 00109843344	0000000000	10.95	\$59.71
12/09/2009	CK CRD SIGNATURE PURCH	BLIZZARD ENT*WON S	0000000000	14.55	\$75.86

2 checks deposited from work for 12/2



## Transaction History Continuation

**Disclaimer**  
The transactions and balances shown below may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges. This report is for information only.

TODD SILBER

ACCT# 19654443

VIP FREE INTEREST CHECKING

### Results

Post Date	Transaction Type	Description	Check #	Amount/Rate	Resulting Balance
12/09/2009	ONLINE TRANSF-IMMEDIATE	TFR TO CK 0018870396	0000000000	50.00	\$85.65
12/08/2009	CK CRD SIGNATURE PURCH	BLIZZARD ENT-ELEC	0000000000	19.99	\$135.65
12/08/2009	CK CRD SIGNATURE PURCH	BLIZZARD ENT-BC UP	0000000000	29.99	\$155.64
12/08/2009	CK CRD SIGNATURE PURCH	BLIZZARD ENT-BC UP	0000000000	39.99	\$185.63
12/07/2009	CK CRD PIN PURCHASE	USPS 0875140174/850 CLUSP 0026	0000000000	7.34	\$225.62
12/07/2009	ACH WITHDRAWAL	LOWES/GEMB CHECKPAYMT 09	0000000928	40.00	\$232.96
12/07/2009	ACH WITHDRAWAL	HOME DEPOT CR SV CHECK PYMT 09	0000000930	190.00	\$272.96
12/04/2009	ONLINE TRANSF-IMMEDIATE	TFR TO CK 0018870396	0000000000	40.00	\$462.96
12/03/2009	ACH WITHDRAWAL	HSEC CREDIT SVC2 CHECKPAYMT 92	0000000929	20.00	\$502.96
12/03/2009	WITHDRAWAL AT ATM	1695 ELLINGTON RD 115719433443	0000000000	340.00	\$522.96
12/02/2009	POD INCLEARING CHECKS	PAID CHECK	0000000932	209.27	\$862.96
12/02/2009	ACH WITHDRAWAL	YANKEE GAS CHECKPAYMT 93	0000000931	72.70	\$1,072.23
12/01/2009	CK CRD SIGNATURE PURCH	BLIZZARD ENT-WOW S	0000000000	25.00	\$1,144.93
12/01/2009	CK CRD SIGNATURE PURCH	BLIZZARD ENT-WOW S	0000000000	30.00	\$1,169.93

End of Report

DEC-18-2009 02:18 FROM: SOUTH WINDSOR PUBLIC BENEFITS

TO: 18667094744

P.13



DP43  
DP43

TeleCert/WebCert

TeleCert/WebCert  
Unemployment Insurance  
Benefit Claim Certification by Telephone or Web

Your unemployment insurance benefit check is attached below. Before you cash the check, detach it and keep the stub for your records.



**File every week that you are unemployed or working part-time.** (If you worked full-time, you are not eligible for benefits for that week and should not file.)  
**Here's how to file for benefits.**

✓ **Call:** 617-626-6338 or use the Internet. Go to [www.mass.gov/dua](http://www.mass.gov/dua) (follow the instructions on the screen).

✓ **Days/times to file:** Sunday to Friday, from 7:00 a.m. to 7:00 p.m. (same hours on the Internet)

Sunday is the first day of the week you can call to claim benefits for the previous week.

Not available on Saturdays or legal holidays

✓ **Information you will need:**

☐ Your Social Security Number

☐ For Telecert use your 4-digit Personal Identification Number (PIN). For WebCert log in with a User Name & Password.

☐ The amount of your gross earnings if you worked during the week claimed. Include holiday pay.

✓ **Answer these three questions:**

You are answering these questions only for the week that you are claiming benefits.

☐ During the week claimed, did you look for work?

☐ During the week claimed, were you able to work and available for work?

☐ During the week claimed, did you work or earn holiday pay?

Failure to report employment and wages while collecting Unemployment Insurance may result in penalties and/or prosecution. (If you answer "yes" to this question, you will be asked to enter the amount of your earnings in dollars and cents. Include holiday pay. If you do not know how much you earned, you will need to call Telecert again or use WebCert again to report your earnings. This may delay your benefits).

**To reactivate your claim:**

If you do not claim benefits for even one week - because you returned to work or another reason - your claim will "close". You may reactivate it by calling the DUA TelcClaim Center. Call one of the numbers below to speak to a claims agent.

Form 1042 Rev 03-20-06

**TeleClaim Center:** Call one of these numbers when you need to speak to a claims agent. Call 1-877-626-6800 if you are calling from area codes 351, 413, 508, 774, and 978. From any other area code, call 617-626-6800.

WEEK ENDING	GROSS EARNINGS	DEP ALLOW	DEDUCTIONS					NET PAYMENT	
12/12/09	0.00	25.00	EARNINGS 0.00	PENSION 0.00	CHILD SUPP 0.00	OVER PYMT 0.00	FED TAX 0.00	STATE TAX 0.00	HEALTH INS 0.00
									679.00
SOC SEC ACCT NO XXX-XX-2236	BENEFIT RATE 629.00	CHECK NO 39-552907	CHECK DATE 12/15/09	CHECK AMOUNT 679.00	BALANCE 13608.00				

SEE OTHER  
SIDE FOR  
REMINDERS



**Exhibit 3**

NOTE  
This Packet  
was Faxed on  
12/18/09  
at 1:25 PM

FAX COVER LETTER

PAGES: 12 + Cover Letter

TO: GMAC LOSS MITIGATION

FAX NUMBER: - 1-866-709-4744

SUBJECT: Financial analysis form plus all supporting documents.

FROM: Todd Silber

73 Farnham Road South Windsor Ct. 06074

860-922-4156 Contact.

Account: [REDACTED] 8843



**R Reminders:**

- If you are receiving retirement benefits, severance pay, or other payments that you did not report previously to this agency, or if an amount you reported has changed, notify the TeleClaim Center as soon as possible.
- In order to maintain eligibility for Unemployment Insurance benefits, you are required to conduct an active search for work in each week in which you claim benefits.  
Go to [www.mass.gov/dua/worksearch](http://www.mass.gov/dua/worksearch) for more information.
- If you refused to work, quit a job or were fired from a job during the week you claimed and you have not notified this agency, contact the TeleClaim Center as soon as possible.
- Address Change? If your address has changed since you last claimed benefits, contact the TeleClaim Center for instructions.



**C Caution!**

- To detect unreported earnings, this agency matches information on this form weekly with data submitted by all Massachusetts employers to the Department of Revenue. This agency also matches your records with those of other state and federal agencies to confirm that you are eligible for benefits.

**Te TeleClaim Center**



- Call one of these numbers when you need to speak to a claims agent. Call **1-877-626-6800** if you are calling from area codes 351, 413, 508, 774, and 978. From any other area code, call **1-617-626-6800**.



8843

**TelaCert/WebCabCert**  
**Unemployment Insurance**

**Abstract**

## Here's how to file for benefits.

- To reactivate your claim:**

If you do not claim benefits for even one week - because you returned to work or another reason - your claim will "close". You may reactivate it by calling the DUA TeleClaim Center. Call one of the numbers below to speak to a claims agent.

Form 1042 Rev 03-29-06



**TeleClaim Center:** Call one of these numbers when you need to speak to a claims agent. Call 1-877-626-6800 if you are calling from area codes 351, 413, 508, 774, and 978. From any other area code, call 617-626-6800.

WEEK ENDING	GROSS EARNINGS	DEP ALLOW	DEDUCTIONS							NET PAYME YMEN
12/12/09	0.00	25.00	EARNINGS 0.00	PENSION 0.00	CHILD SUPP 0.00	OVER PYMT 0.00	FED TAX 0.00	STATE TAX 0.00	HEALTH INS 0.00	679.00.00
SOC SEC ACCT NO XXX-XX-2236	BENEFIT RATE 629.00	CHECK NO 39-552907	CHECK DATE 12/15/09	CHECK AMOUNT 679.00	BALANCE 13608.00					

SEE OTHER  
SIDE FOR  
REMINDERS



FAX COVER SHEET (This page should be returned to us with your **completed financial analysis form**)  
**\*\*PLEASE INCLUDE THE ACCOUNT NUMBER ON EVERY PAGE OF YOUR RETURNED PACKAGE\*\***

To: Loss Mitigation	Account Number(s)	8843
From: <u>Todd Silber</u>	or mail to: Loss Mitigation	
Fax to: 1-866-709-4744	Account Number(s)	001-
From: <u>Todd Silber</u>	or mail to: Loss Mitigation	
Fax to: 1-866-709-4744	233 Gibraltar Road Suite 600	
	Horsham PA 19044	

All of the following information must be completed and returned to determine eligibility:

- Financial Analysis Form (Enclosed)
- A copy of the most recently filed signed federal income tax return, including all schedules and forms, for each borrower
- A signed and dated copy of IRS Form 4506T-EZ (Request for Transcript of Tax Return) with all applicable fields completed for each borrower -- (Borrowers who filed their tax returns jointly may send in one IRS Form 4506T-EZ signed and dated by both the joint filers.) (Enclosed)
- Documentation to verify all of the income of each borrower. Please see the chart below for the type of documentation required for each type of income.
- Documentation to verify expenses for Homeowners or Condominium Association Dues for condominiums and Co Ops. Please see the chart below.

TYPE OF INCOME	DOCUMENTATION REQUIRED
For each borrower who is paid by an employer:	<input type="checkbox"/> Copy of the two most-recent pay stubs from your employer <i>including year-to-date information</i> . Pay stubs or other documentation that shows year-to-date income must be submitted. Pay stubs cannot be more than 90 days old. If hired within the fiscal year of 2009, please include your employment start date.
Other earned income (e.g. bonus, commission, fee, housing allowance, tips, and/or overtime)	<input type="checkbox"/> Copy of third party documentation describing the nature of the income (e.g. an employment contract and/or printouts documenting tip income)
For each borrower who is self-employed:	<input type="checkbox"/> Copy of the most recent quarterly or year-to-date profit and loss statement
For each borrower who has benefit income such as Social Security, disability, death benefits, or pension:	<input type="checkbox"/> Copy of benefits statement or letter from the provider that states the amount and frequency of the benefit, AND <input type="checkbox"/> Copies of the two most-recent bank statements or other documentation showing receipt of benefit income. Bank statements cannot be over 90 days old.
For each borrower who has income such as unemployment or public assistance:	<input checked="" type="checkbox"/> Copy of benefits statement or letter from the provider that states the amount, frequency, and duration of the benefit. Such benefit must continue for at least 9 months to be considered qualifying income. <input type="checkbox"/> Copies of the two most-recent bank statements or other documentation showing receipt of benefit income. Bank statements cannot be over 90 days old.
For each borrower who is relying on alimony or child support as qualifying income:	<input type="checkbox"/> Copy of divorce decree, separation agreement, or other legal written agreement filed with the court that shows the amount of the award and period of time over which it will be received, AND <input type="checkbox"/> Copies of the two most-recent bank statements or other documentation showing receipt of alimony or child support. Bank statements cannot be over 90 days old.
For each borrower who has rental income from an investment property:	<input type="checkbox"/> Copy of the most-recent federal tax return with all schedules, including Schedule E-Supplemental Income and Loss. If the subject property, on which the modification is being requested, is not your primary residence, please include the following: <input type="checkbox"/> Copy of the current lease agreement for this property
For each borrower who has income not specified above:	<input type="checkbox"/> Signed letter from the person(s) that contributes the income showing the amount and frequency of the income. This would include situations where the borrower rents a room of his or her primary residence to another person.

TYPE OF EXPENSE	DOCUMENTATION REQUIRED
For borrower(s) whose property requires Homeowners or Condominium Dues:	<input type="checkbox"/> A letter or billing statement from the Homeowners or Condominium Association or Co Op showing the amount and frequency of dues.

If you want to sell this property, please also include:

- ☐ Copy of the listing agreement
- ☐ Copy of the sales contract, if available
- ☐ Copy of the estimated Settlement Statement (HUD1), if available
- ☐ Signed Third Party Authorization Form

★ Please <sup>see</sup> Attached Letter. That was faxed and/or mailed with this Packet.  
 I have read and tried to understand All terms IN this Packet.  
 Disclaimer: Consider this Packet Void If anywhere I signed Is stating I wish to keep!



# FINANCIAL ANALYSIS FORM

Account Number

8843

<b>I want to:</b> <input checked="" type="checkbox"/> <b>Keep the Property</b> <input type="checkbox"/> <b>Sell the Property</b>	
<b>The property is my:</b> <input checked="" type="checkbox"/> <b>Primary Residence</b> <input type="checkbox"/> <b>Second Home</b> <input type="checkbox"/> <b>Investment</b>	
<b>The property is:</b> <input checked="" type="checkbox"/> <b>Owner Occupied</b> <input type="checkbox"/> <b>Renter occupied</b> <input type="checkbox"/> <b>Vacant</b>	
<b>The property is:</b> <input checked="" type="checkbox"/> <b>Owner Occupied</b> <input type="checkbox"/> <b>Renter occupied</b> <input type="checkbox"/> <b>Vacant</b>	
<b>BORROWER</b>	
<b>BORROWER'S NAME</b> <u>Todd Silber</u>	
<b>NUMBER</b> <u>2236</u>	<b>DATE OF BIRTH</b> <u>8-13</u>
<b>HOME PHONE NUMBER WITH AREA CODE</b> <u>860-436-2054</u>	
<b>CELL OR WORK NUMBER WITH AREA CODE</b> <u>860-922-4156</u>	
<b>MAILING ADDRESS</b> <u>73 Farnham Rd. South Windsor Ct 06074</u>	
<b>PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME)</b> <u>SAME</u>	
<b>EMAIL ADDRESS</b>	
<b>Is the property listed for sale?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Have you received an offer on the property?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Date of offer</b> _____ <b>Amount of Offer \$</b> _____ <b>Agent's Name:</b> _____ <b>Agent's Phone Number:</b> _____ <b>For Sale by Owner?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Have you contacted a credit-counseling agency for help?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>If yes, please complete counselor contact information below.</b> <b>Counselor's Name:</b> _____ <b>Counselor's Phone Number:</b> _____ <b>Counselor's Email:</b> _____	
<b>Who pays the Real Estate Tax bill on your property?</b> <input type="checkbox"/> I do <input checked="" type="checkbox"/> Lender does <u>ESCROW</u> <b>Are the taxes current?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Condominium or HOA Fee</b> <input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____ <b>Paid to:</b> _____	
<b>Who pays the hazard insurance policy for your property?</b> <input type="checkbox"/> I do <input checked="" type="checkbox"/> Lender Does <input type="checkbox"/> Paid by Condo or HOA <u>ESCROW</u> <b>Is the policy current?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Name of Insurance Co.</b> _____ <b>Insurance Co. Tel #:</b> _____	
<b>Have you filed for bankruptcy?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 <b>Filing Date:</b> _____ <b>Has your bankruptcy been discharged?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Bankruptcy case number</b> _____	
<b>If there are additional Liens/Mortgages or Judgments on this property, please name the person(s), company or firm and their telephone numbers.</b> <b>Lien Holder's Name/Service</b> <u>N/A</u> <b>Balance</b> _____ <b>Contact Number</b> _____ <b>Loan Number</b> _____	
<b>HARDSHIP AFFIDAVIT</b>	
<b>I am having difficulty making my monthly payment because of financial difficulties created by (Please check all that apply):</b>	
<input checked="" type="checkbox"/> <b>My household income has been reduced or lost.</b> For example unemployment, underemployment, reduced pay or hours, decline in business earnings, death in family, serious or chronic illness, permanent or short-term disability, incarceration, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members) or divorce of a borrower or co-borrower.	<input type="checkbox"/> <b>My monthly debt payments are excessive and I am overextended</b> with my creditors. Debt includes credit cards, home equity or other debt.
<input type="checkbox"/> <b>My expenses have increased.</b> For example: monthly mortgage payment has increased or will increase, high medical or health care costs, uninsured losses (such as those due to fires or natural disasters), increased property taxes, or unexpectedly high utilities.	<input type="checkbox"/> <b>My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time.</b> Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments).
<input type="checkbox"/> <b>Other</b> _____	
<b>Explanation (Required):</b> <u>I have been unemployed from July to Present day. I have Done my Best to stay on top of All my Bills and Responsibility. But in November I could No longer. I was also unemployed Nov 2008 to Feb 2009. But was still able to pay all my Bills. Only Now Can I No longer. I have gone through all Savings. Sold things of worth. But Now I Need help.</u> <u>Please know my main Goal is Keeping this House, food for my children, and keeping the Electricity On.</u>	
<b>If additional space is needed for Explanation, please include an additional page.</b>	

I have been in the Car Business for 8 years. Its Great money, Just look How I was able to pay Bills for some time. I have No doubt that Come Feb or March the latest. I would of Regained employment. Right Now its Tough.

**FINANCIAL ANALYSIS FORM**  
(Continued)

Account Number 8843

INCOME/EXPENSES FOR HOUSEHOLD		NUMBER OF PEOPLE IN HOUSEHOLD	
<b>1 - Monthly Household Income</b>		<b>2 - Monthly Household Expenses/Debt</b>	
Gross Salary/Wages	\$ 4,300.00		
<b>1 - Monthly Household Income</b>		<b>2 - Monthly Household Expenses/Debt</b>	
Gross Salary/Wages	\$ 4,300.00		
Gross salary/wages = total monthly income before any tax withholding or employer deductions.	\$ 2,919.70	First Mortgage Payment	\$ 1,990.80
Overtime	\$ X	Second Mortgage Payment/Liens/Rents	\$ X
Child Support/Alimony*	\$ X	Insurance - hazard, wind, flood, etc (If not escrowed and included in your current mortgage payment)	\$ Escrowed
Social Security/SSDI	\$ X	Property Taxes (If not escrowed and included in your current mortgage payment)	\$ Escrowed
Other monthly income from pensions, annuities or retirement plans	\$ X	Credit Cards/Installment Loan(s) (total minimum payment per month)	\$ 500 - \$ 600
Tips, commissions, bonus and self-employed income	\$ X	Alimony, child support payments	\$ X
Rents Received	\$ X	Health Insurance	\$ X
Unemployment Income	\$ X	HOA/Condo Fees/Property Maintenance	\$ X
Food Stamps/Welfare	\$ X	Car Payments	\$ 209.46
Other (investment income, royalties, interest, dividends etc)	\$ X	Medical Expenses	\$ X
		Child Care	\$ X
		Student Loans/Personal Loans	\$ X
		Auto Expenses /Gasoline/Insurance	\$ 220 - 260
		Food/Household Supplies	\$ 5645 - \$ 750
		Water/Sewer/Utilities/Phone(s)/Cable	\$ 546 - \$ 100
		Other	\$
<b>Total (Gross income)</b>	<b>\$ 2,919.70</b>	<b>Total Debt/Expenses</b>	<b>\$ 4,111.26 - \$ 4,360</b>
		<b>Total Assets</b>	<b>\$ 723.00</b>

Do not include the value of life insurance or retirement plans when calculating assets (401k, pension funds, annuities, IRAs, Keogh plans, etc.)

\*\*\*\* ALL INCOME MUST BE DOCUMENTED \*\*\*\*

\*Include combined income and expenses from the borrower and co-borrower (if any). If you include income and expenses from a household member who is not a borrower, please specify using a separate page if necessary. You are not required to disclose Child Support, Alimony or Separation Maintenance income, unless you choose to have it considered by your servicer.

If additional space is needed, please include an additional page.

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 checked="" type="checkbox"/> Not Hispanic or Latino	<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino
<b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native	<b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native
<input type="checkbox"/> Asian	<input type="checkbox"/> Asian
<input type="checkbox"/> Black or African American	<input type="checkbox"/> Black or African American
<input type="checkbox"/> Native Hawaiian or Other Pacific Islander	<input type="checkbox"/> Native Hawaiian or Other Pacific Islander
<input checked="" type="checkbox"/> White	<input type="checkbox"/> White
<b>Sex:</b> <input type="checkbox"/> Female	<b>Sex:</b> <input type="checkbox"/> Female
<input checked="" type="checkbox"/> Male	<input type="checkbox"/> Male
<b>To be Completed by Interviewer</b>	
This application was taken by:	Interviewer's Name (print or type) & ID Number
<input type="checkbox"/> Face-to-face interview	Interviewer's Signature Date
<input type="checkbox"/> Mail	Interviewer's Phone Number (include area code)
<input type="checkbox"/> Telephone	
<input type="checkbox"/> Internet	

~~Star~~ - Please Note the Credit CARD Installments and payments are Not a Priority At the Time. I have always paid them on time. However me and my family are in emergency mode. My Priorities are. Mortgage, Electricity, Heat, and Food. If we can Get a modification on our Home. We will be just fine.

**ACKNOWLEDGEMENT AND AGREEMENT**

Account Number

8843

In making this request for consideration to review my loan terms I/We certify under penalty of perjury:

- 1 That all of the information in this document is truthful and the event(s) identified is/are the reason that I/we need to request a modification of the
- 1 That all of the information in this document is truthful and the event(s) identified is/are the reason that I/we need to request a modification of the terms of my/our mortgage loan, short sale or deed-in-lieu of foreclosure.
- 2 I/we understand that the Servicer, the U.S. Department of the Treasury, or its agents may investigate the accuracy of my/our statements and/or may require me/us to provide supporting documentation. I/we also understand that knowingly submitting false information may violate Federal law.
- 3 I/we understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
- 4 I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this document, the Servicer may cancel any Agreement under Making Home Affordable and may pursue foreclosure on my/our home.
- 5 I/we understand any fee to validate the value of the property will be assessed to the account.
- 6 I/we have not received a condemnation notice; and there has been no change in the ownership of the Property since I/we signed the documents for the mortgage that I/we want to modify.
- 7 I/we certify that I/we will obtain credit counseling if it is determined that my/our financial hardship is related to excessive debt. For purposes of the Making Home Affordable program, "excessive debt" means that my/our debt-to-income ratio after the modification would be greater than or equal to 55%.
- 8 I/we am willing to provide all requested documents and to respond to all Servicer questions in a timely manner.
- 9 I/we understand that the Servicer will use the information in this document to evaluate my/our eligibility for a loan modification or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me/us assistance based solely on the statements in this document.
- 10 I/we agree that any prior waiver as to payment of escrow items in connection with my/our loan has been revoked.
- 11 I/we agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on the loan.
- 12 I/we understand that the Servicer will collect and record personal information, including, but not limited to, my/our name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I/we understand and consent to the disclosure of my/our personal information and the terms of any Making Home Affordable Agreement by 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/our first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services in conjunction with Making Home Affordable; and (e) any HUD certified housing counselor.
- 13 ☒ My/Our property is owner occupied; I/we intend to reside in this property for the next twelve months.  
☐ My/Our property is not owner occupied.

Borrower Signature

Date

12/11/09

Co-Borrower Signature

Date

If you have questions about this document or the modification process, please call us at the phone number listed on your monthly account statement. If you need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.

**888-995-HOPE**  
Homeowner's HOPE™ Hotline

**NOTICE TO BORROWERS**

Be advised that you are signing the following documents under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income 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 the enclosed documents you certify, represent and agree that:

"Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, 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 misrepresentations 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.sig tarp.gov](http://www.sig tarp.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.



Form **4506T-EZ**

(October 2009)

Department of the Treasury  
Internal Revenue Service

**Short Form Request for Individual Tax Return Transcript**

Request may not be processed if the form is incomplete or illegible.

OMB No. 1545-2154

Internal Revenue Service

Tip: Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge.

1a Name shown on tax return. If a joint return, enter the name shown first.

*Todd Silber*

1b Identification number on tax return

*2236*

2a If a joint return, enter spouse's name shown on tax return.

2b Second social security number if joint tax return

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code

*73 Farnham Rd. South Windsor Ct 06074*

4 Previous address shown on the last return filed if different from line 3

5 If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

Third party name

*GMAC Loss Mitigation  
233 Gibraltar Road Suite 600  
Horsham PA. 19044*

Telephone number

Address (including apt., room, or suite no.), city, state, and ZIP code

6 Year(s) requested. Enter the year(s) of the return transcript you are requesting (for example, "2008"). Most requests will be processed within 10 business days.

*2008*

*2007*

*2006*

*2005*

Caution. If the transcript is being mailed to a third party, ensure that you have filled in line 6 before signing. Sign and date the form once you have filled in line 6. Completing these steps helps to protect your privacy.

Note. If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a. If the request applies to a joint return, either husband or wife must sign.

Note. This form must be received within 60 days of signature date.

Sign  
Here

Signature (see instructions)

Date

*12/10/09*

Telephone number of  
taxpayer on line 1a or 2a

Spouse's signature

Date

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 54185S

Form **4506T-EZ** (10-2009)

**Purpose of form.** Individuals can use Form 4506T-EZ to request a tax return transcript that includes most lines of the original tax return. The tax return transcript will not show payments, penalty assessments, or adjustments made to the originally filed return. You can also designate a third party (such as a mortgage company) to receive a transcript on line 5. Form 4506T-EZ cannot be used by taxpayers who file Form 1040 based on a fiscal tax year (that is, a tax year beginning in one calendar year and ending in the following year). Taxpayers using a fiscal tax year must file Form 4506-T, Request for Transcript of Tax Return, to request a return transcript.

Use Form 4506-T to request the following.

- A transcript of a business return (including estate and trust returns).
- An account transcript (contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed).
- A record of account, which is a combination of line item information and later adjustments to the account.
- A verification of nonfiling, which is proof from the IRS that you did not file a return for the year.
- A Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.

Form 4506-T can also be used for requesting tax return transcripts.

**Automated transcript request.** You can call 1-800-829-1040 to order a tax return transcript through the automated self-help system. You cannot have a transcript sent to a third party through the automated system.

**Where to file.** Mail or fax Form 4506T-EZ to the address below for the state you lived in when that return was filed.

If you are requesting more than one transcript or other product and the chart below shows two different RAIVS teams, send your request to the team based on the address of your most recent return.

## Where to mail . . .

**If you filed an individual return and lived in:**

Alabama, Delaware, Florida, Georgia, North Carolina, Rhode Island, South Carolina, Virginia

Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address

Alaska, Arizona, California, Colorado, District of Columbia, Hawaii, Idaho, Iowa, Kansas, Maine, Maryland, Massachusetts, Minnesota, Montana, New Hampshire, New Mexico, New York, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Vermont, Washington, Wisconsin, Wyoming

Arkansas, Connecticut, Illinois, Indiana, Michigan, Missouri, New Jersey, Ohio, Pennsylvania, West Virginia

**Mail or fax to the "Internal Revenue Service" at:**

RAIVS Team  
P.O. Box 47-421  
Stop 91  
Doraville, GA 30362  
770-455-2335

RAIVS Team  
Stop 6716 AUSC  
Austin, TX 73301  
512-460-2272

RAIVS Team  
Stop 37106  
Fresno, CA 93888  
559-456-5876

RAIVS Team  
Stop 6705-B41  
Kansas City, MO 64999  
816-292-6102

**Signature and date.** Form 4506T-EZ must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506T-EZ within 60 days of the date signed by the taxpayer or it will be rejected.

Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506T-EZ exactly as your name appeared on the original return. If you changed your name, also sign your current name on the original return. If you changed your name, also sign your current name.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. Sections 6103 and 6109 require you to provide this information, including your SSN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506T-EZ will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form**, 9 min.; **Preparing the form**, 18 min.; and **Copying, assembling, and sending the form to the IRS**, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506T-EZ simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see Where to file on this page.



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To whom it may concern,

Attached is my current Unemployment compensation stub. The stub reflects \$679 paid weekly with

Attached is my current Unemployment compensation stub. The stub reflects \$679 paid weekly, with a balance of \$13608.00 This Balance provides 20 more weeks of Unemployment compensation. However please understand that there are extensions that I will qualify for (since I was in the Auto Business) That will surpass your 9 month requirement.

20weeks left currently

Plus the first extension: **October 2 Update:** Senator Max Baucus, Chairman of the Finance Committee, introduced legislation - the Emergency Unemployment Compensation Act of 2009 - that provides additional weeks of federal unemployment benefits to workers in all states. Baucus and Senate Majority Leader Harry Reid propose four extra weeks of extended unemployment benefits for all states, plus 13 additional weeks for the 27 hardest-hit states.

Connecticut falls in the parameter of the "27 hardest hit states" [REDACTED]

This extension provides 17 more weeks

Second extension: **November 6 Update:** President Obama has signed the unemployment extension legislation. Check with your state unemployment office for details on when payments will start being made. The extension provides for 14 weeks of extended benefit coverage for every state and an additional 6 weeks, for a total of 20 weeks, in high unemployment states where unemployment is over 8.5%.

Again Connecticut is unfortunately over 8.5%

This extension provides another 20weeks

Now these 2 first extensions alone plus my current benefit time is 57 weeks, totaling over 1 year.

Please understand I have no intention of staying unemployed that long. Come spring time the latest I will land back in a car dealership. Please also understand I was laid off back in July of 09 and have gone through all of my savings. I did not think I would be unemployed this long. This is the down side to the auto Business, great money while employed, but hi turn around. While employed in the Auto Business, my history and experience grants me a pretty high paying salary. So even though was laid off in July, I was able to live off most of my savings and pay all my bills up until November. Currently I am not behind on any other bills other then my mortgage. But I can no longer survive off unemployment alone, and still pay all my bills. I hope that the fact I kept trying and staying above "water" for the past 4 months will show some character. I did not reach for handouts and help from all sources nor did I stop paying bills upon my layoff back in July. I fought every day to find work and stay on top of all my financial obligations. At this time I have to prioritize, I am the sole provider for my 2 children. My priorities are keeping my House, Keeping the heat and electricity on, and keeping food on the table. As soon as GMAC

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can help me the better and at the same time I will then contact a credit card consolidation program to consolidate my credit card dept if need be as well. But again I have to focus on Keeping my house, food consolidate my credit card dept if need be as well. But again I have to focus on Keeping my house, food for my children and heat and electricity.

Sincerely Todd Silber



## Transaction History

### Disclaimer

### Disclaimer

The transactions and balances shown below may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges. This report is for information only.

#### Account Title/Address:

TODD SILBER  
73 FARNHAM RD

SOUTH WINDSOR, CT 06074

#### Customer Name:

TODD SILBER

Acct #: 4443

Acct Type: VIP FREE INTEREST CHECKING

Balance: \$804.55

Total Available Balance: \$125.55

Last Statement Date: 11/20/2009

#### History search parameters

#### Transaction

Type: DDA Transactions

#### Amount

From:

To:

#### Date

From: 12/01/2009

To: 12/18/2009

#### Pending Transactions

Post Date	Transaction Type	Description	Check #	Amount/Rate
12/18/2009	DEPOSIT	DEPOSIT	0000100000	679.00

#### Posted Transactions

Post Date	Transaction Type	Description	Check #	Amount/Rate	Resulting Balance
12/17/2009	CK CRD SIGNATURE PURCH	ALEXIAS PIZZA 4821714334435765	0000000000	30.08	\$125.55
12/17/2009	CK CRD PIN PURCHASE	GEISSLER'S SUPER MARKEGEI 5346	0000000000	22.12	\$155.63
12/16/2009	CK CRD PIN PURCHASE	OCEAN STATE JOB LOOCEAN S 5040	0000000000	22.15	\$177.75
12/16/2009	CK CRD PIN PURCHASE	MANCHESTER IRVINGMANCHEST 022	0000000000	46.84	\$199.90
12/15/2009	ACH WITHDRAWAL	Credit One Bank Payment 93	0000000935	40.00	\$246.74
12/15/2009	ACH WITHDRAWAL	GENESIS WEB BANK Payment 09	0000000937	45.00	\$286.74
12/15/2009	ACH WITHDRAWAL	JCPENNEY/GEMB CHECKPAYMT 09	0000000936	60.00	\$331.74
12/14/2009	CK CRD SIGNATURE PURCH	FAS 316 MART 1	0000000000	12.06	\$391.74
12/14/2009	CK CRD SIGNATURE PURCH	GEISSLER'S SUPERMA 1	0000000000	26.46	\$403.80
12/14/2009	POD INCLEARING CHECKS	PAID CHECK	0000000933	126.09	\$430.26
12/14/2009	CK CRD SIGNATURE PURCH	BJ'S WHOLESALE 184 53888743344	0000000000	132.47	\$556.35
12/14/2009	CK CRD SIGNATURE PURCH	BJ'S WHOLESALE 184 53889543344	0000000000	142.23	\$688.82
12/14/2009	ACH WITHDRAWAL	SEARS PAYMENT CHECK PYMT 09	0000000934	40.00	\$831.05
12/14/2009	CK CRD PIN PURCHASE	SOU JCPENNEY STORE 532SOU 0003	0000000000	65.00	\$871.05
12/11/2009	CK CRD PIN PURCHASE	TANDY LEATHER 105TANDY LE 001	0000000000	32.86	\$936.05
12/11/2009	WITHDRAWAL AT ATM	1695 ELLINGTON RD 115719433443	0000000000	440.00	\$968.91
12/10/2009	CK CRD PIN PURCHASE	STOP & SHOP #699STOP & SH 001	0000000000	8.80	\$1,408.91
12/10/2009	DEPOSIT	DEPOSIT	0000000000	1,358.00	\$1,417.71
12/09/2009	CK CRD SIGNATURE PURCH	HIGASHI JAPANESE R 00109843344	0000000000	10.95	\$59.71
12/09/2009	CK CRD SIGNATURE PURCH	BLIZZARD ENT*WOW S	0000000000	14.99	\$70.66

2 Checks Deposited  
1 wk From week  
Before 1358.00  
\$1479





## Transaction History Continuation

### Disclaimer

#### Disclaimer

The transactions and balances shown below may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges. This report is for information only.

TODD SILBER

ACCT # 4443

VIP FREE INTEREST CHECKING

### Results

Post Date	Transaction Type	Description	Check #	Amount/Rate	Resulting Balance
12/09/2009	ONLINE TRNSF-IMMEDIATE	TFR TO CK 0018870396	0000000000	50.00	\$85.65
12/08/2009	CK CRD SIGNATURE PURCH	BLIZZARD ENT*ELEC	0000000000	19.99	\$135.65
12/08/2009	CK CRD SIGNATURE PURCH	BLIZZARD ENT*BC UP	0000000000	29.99	\$155.64
12/08/2009	CK CRD SIGNATURE PURCH	BLIZZARD ENT*BC UP	0000000000	39.99	\$185.63
12/07/2009	CK CRD PIN PURCHASE	USPS 0875140174/850 CLUSP 0026	0000000000	7.34	\$225.62
12/07/2009	ACH WITHDRAWAL	LOWES/GEMB CHECKPAYMT 09	0000000928	40.00	\$232.96
12/07/2009	ACH WITHDRAWAL	HOME DEPOT CR SV CHECK PYMT 09	0000000930	190.00	\$272.96
12/04/2009	ONLINE TRNSF-IMMEDIATE	TFR TO CK 0018870396	0000000000	40.00	\$462.96
12/03/2009	ACH WITHDRAWAL	HSBC CREDIT SVC2 CHECKPAYMT 92	0000000929	20.00	\$502.96
12/03/2009	WITHDRAWAL AT ATM	1695 ELLINGTON RD 115719433443	0000000000	340.00	\$522.96
12/02/2009	POD INCLEARING CHECKS	PAID CHECK	0000000932	209.27	\$862.96
12/02/2009	ACH WITHDRAWAL	YANKEE GAS CHECKPAYMT 93	0000000931	72.70	\$1,072.23
12/01/2009	CK CRD SIGNATURE PURCH	BLIZZARD ENT*WOW S	0000000000	25.00	\$1,144.93
12/01/2009	CK CRD SIGNATURE PURCH	BLIZZARD ENT*WOW S	0000000000	30.00	\$1,169.93

End of Report

8843

**Fax**



1-866-709-4744  
1-866-709-4744

Monday, January 11, 2010

**To:** GMAC  
Loss Mitigation

**From:** Todd Silber

**LOAN:** 8843

**Subject:** 2008 TAX Returns

**Memo:**

My loss mitigation Packet was sent Back on 12/11/2009.  
Having Heard No Contact from GMAC, My Counselors (familiar with  
HAMP program, and Assisting families with Gov. Sanctioned Re-FI/modifications)  
they Instructed me to call. I was told you <sup>are</sup> missing my 2008 Returns.  
This fax includes them, Please let me know if you need any  
further forms from me. Please do not wait 30 Days of wait for me  
to call. I could of sent any missing Documents out weeks ago.

Please Call me at 860-922-4156, you have full permission to call  
my cell phone - 860-922-4156 this is my only Phone Contact Available.

The other Number you have on File is emergency out bound calls only phone  
there is No Answering machine and the Ring is turned off.

GMAC Loan Number 8843

Form 1040 (2008) SILBER 2236 Page 2

<b>Tax and Credits</b>	38	Amount from line 37 (adjusted gross income) . . . . .	38	86,882
	39a	Check <input type="checkbox"/> You were born before January 2, 1944, <input type="checkbox"/> Blind. <b>Total boxes</b> <input type="checkbox"/> If: <input type="checkbox"/> Spouse was born before January 2, 1944, <input type="checkbox"/> Blind. <b>checked</b> <input checked="" type="checkbox"/> 39a		
<b>Standard Deduction</b>	b	If your spouse itemizes on a separate return or you were a dual-status alien, see inst. and check here <input type="checkbox"/> 39b		
<b>Deduction for --</b>	c	Check if standard deduction includes real estate taxes or disaster loss (see inst.) <input type="checkbox"/> 39c		
• People who checked any box on line 39a, 39b, or 39c or who can be claimed as a dep., see inst.	40	<b>Itemized deductions</b> (from Schedule A) or your <b>standard deduction</b> (see left margin) . . . . .	40	28,382
• All others:	41	Subtract line 40 from line 38 . . . . .	41	58,500
Single or Married filing separately, \$5,450	42	If line 38 is over \$119,975, or you provided housing to a Midwestern displaced individual, see instructions. Otherwise, multiply \$3,500 by the total number of exemptions claimed on line 6d.	42	14,000
Married filing jointly or Qualifying widow(er), \$10,900	43	<b>Taxable income.</b> Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- . . . . .	43	44,500
Head of household, \$8,000	44	<b>Tax</b> (see inst.). Check if any tax is from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972 . . . . .	44	6,194
	45	<b>Alternative minimum tax</b> (see instructions). Attach Form 8251 . . . . .	45	
	46	Add lines 44 and 45. <b>TAXPAYER'S COPY</b> . . . . .	46	6,194
	47	Foreign tax credit. Attach Form 1116 if required . . . . .	47	
	48	Credit for child & dependent care expenses. Attach Form 2441 . . . . .	48	
	49	Credit for the elderly or the disabled. Attach Schedule R . . . . .	49	
	50	Education credits. Attach Form 8863 . . . . .	50	
	51	Retirement savings contributions credit. Attach Form 8880 . . . . .	51	
	52	Child tax credit (see instructions). Attach Form 8901 if required . . . . .	52	1,400
	53	Credits from Form: a <input type="checkbox"/> 8396 b <input type="checkbox"/> 8839 c <input type="checkbox"/> 5695 . . . . .	53	
	54	Other credits from Form: a <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/> . . . . .	54	
	55	Add lines 47 through 54. These are your <b>total credits</b> . . . . .	55	1,400
	56	Subtract line 55 from line 46. If line 55 is more than line 46, enter -0- . . . . .	56	4,794
<b>Other Taxes</b>	57	Self-employment tax. Attach Schedule SE . . . . .	57	
	58	Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919 . . . . .	58	
	59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required . . . . .	59	
	60	Additional taxes: a <input type="checkbox"/> AEIC payments b <input type="checkbox"/> Household employment taxes. Attach Schedule H . . . . .	60	
	61	Add lines 56 through 60. This is your <b>total tax</b> . . . . .	61	4,794
<b>Payments</b>	62	Federal income tax withheld from Forms W-2 and 1099 . . . . .	62	10,153
	63	2008 estimated tax payments & amt. applied from 2007 return . . . . .	63	
If you have a qualifying child, attach Schedule EIC.	64a	<b>Earned income credit (EIC)</b> . . . . .	64a	
	b	Nontaxable combat pay election <input type="checkbox"/> 64b . . . . .		
	65	Excess social security and tier 1 RRTA tax withheld (see inst.) . . . . .	65	
	66	Additional child tax credit. Attach Form 8812 . . . . .	66	
	67	Amount paid with request for extension to file (see instructions) . . . . .	67	
	68	Credits from Form: a <input type="checkbox"/> 2439 b <input type="checkbox"/> 4136 c <input type="checkbox"/> 8801 d <input type="checkbox"/> 8885 . . . . .	68	
	69	First-time homebuyer credit. Attach Form 5405 . . . . .	69	
	70	Recovery rebate credit (see instructions) . . . . .	70	
	71	Add lines 62 through 70. These are your <b>total payments</b> . . . . .	71	10,153
<b>Refund</b>	72	If line 71 is more than line 61, subtract line 61 from line 71. This is the amount you <b>overpaid</b> . . . . .	72	5,359
Direct deposit? See inst. and fill in 73b, 73c, and 73d, or Form 8888.	73a	Amount of line 72 you want <b>refunded to you</b> . If Form 8888 is attached, check here. . . . .	73a	5,359
	b	Routing no. 1 2 2 2 3 1 3 0 4 c Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings . . . . .		
	d	Account no. 2 2 3 6 . . . . .		
	74	Amt. of line 72 you want applied to your 2008 estimated tax . . . . .	74	
<b>Amount You Owe</b>	75	<b>Amount you owe.</b> Subtract line 74 from line 61. For details on how to pay, see instructions . . . . .	75	
	76	Estimated tax penalty (see instructions) . . . . .	76	

**Third Party Designee** Do you want to allow another person to discuss this return with the IRS (see instructions)? ☒ Yes. Complete the following. ☐ No

Designee's name <b>PREPARER</b>	Phone no. . . . .	Personal identification number (PIN) . . . . .
<b>Sign Here</b> Your signature	Date . . . . .	Your occupation <b>MARKETING MANAGER</b>
Joint return? See instructions. Keep a copy for your records.	Spouse's signature, if a joint return, both must sign. . . . .	Spouse's occupation . . . . .
	Date . . . . .	Daytime phone number . . . . .

<b>Paid Preparer's Use Only</b>	Preparer's signature	Date . . . . .	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN . . . . .
	Firm's name (or yours if self-employed), address, & ZIP code <b>TAXES 1ST LLC 756 PARK AVE Bloomfield, CT 06002</b>	EIN <b>7955</b>	Phone no. <b>(860) 836-0036</b>	

6MCL Licn Number 8843

Form **1040** U.S. Individual Income Tax Return **2008** (99) IRS Use Only — Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2008, or other tax year beginning 2008, ending 20 OMB No. 1545–0074

**Label Use the IRS label. Otherwise, please print or type.**

**TODD SILBER**  
**TODD SILBER**  
**73 FARNHAM ROAD**  
**South Windsor CT 06074**

**Your social security number**  
**2236**

**Spouse's social security no.**  
**Spouse's social security no.**

**▲ You must enter your SSN(s) above. ▲**

**Checking a box below will not change your tax or refund.**

**Presidential Election Campaign** Check here if you, or your spouse if filing jointly, want \$3 to go to this fund (see instructions) ☐ **You** ☐ **Spouse**

**Filing Status**

1 ☐ Single

2 ☐ Married filing jointly (even if only one had income)

3 ☐ Married filing separately. Enter spouse's SSN above and full name here.

4 ☒ Head of household (with qualifying person). (See inst.) If qualifying person is a child but not your dependent, enter child's name here.

5 ☐ Qualifying widow(er) with dependent child (see inst.)

**Exemptions**

If more than four dependents, see instructions.

6a ☒ **Yourself.** If someone can claim you as a dependent, do not check box 6a

6b ☐ **Spouse**

6c **Dependents:**

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if qualifying child for child tax credit (see inst.)
MADISON	SILBER	6967	Daughter	<input checked="" type="checkbox"/>
ALISON	GILBERT	4485	Daughter	<input checked="" type="checkbox"/>
MALINDA	JOHNSTON	8009	Other	

Boxes checked on 6a and 6b: 1

No. of children on 6c who:  
 • lived with you: 2  
 • did not live with you due to divorce or separation (see inst.): 1

Dependents on 6c not entered above: 1

d Total number of exemptions claimed: 4

**Income**

7 Wages, salaries, tips, etc. Attach Form(s) W-2: 86,610

8a Taxable interest. Attach Schedule B if required: 41

8b Tax-exempt interest. Do not include on line 8a: 8b

9a Ordinary dividends. Attach Schedule B if required: 9a

9b Qualified dividends (see instructions): 9b

10 Taxable refunds, credits, or offsets of state and local income taxes (see instructions): 10

11 Alimony received: 11

12 Business income or (loss). Attach Schedule C or C-EZ: 12

13 Capital gain or (loss). Attach Schedule D if required. If not required, check here: ☐ -2,279

14 Other gains or (losses). Attach Form 4797: 14

15a IRA distributions: 15a

15b Taxable amount: 15b

16a Pensions and annuities: 16a

16b Taxable amount: 16b

17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E: 17

18 Farm income or (loss). Attach Schedule F: 18

19 Unemployment compensation: 2,510

20a Social security benefits: 20a

20b Taxable amount (see inst.): 20b

21 Other income: 21

22 Add the amounts in the far right column for lines 7 through 21. This is your **total income**: 86,882

**Adjusted Gross Income**

23 Educator expenses (see instructions): 23

24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106/2106-EZ: 24

25 Health savings account deduction. Attach Form 8889: 25

26 Moving expenses. Attach Form 3903: 26

27 One-half of self-employment tax. Attach Schedule SE: 27

28 Self-employed SEP, SIMPLE, and qualified plans: 28

29 Self-employed health insurance deduction (see instructions): 29

30 Penalty on early withdrawal of savings: 30

31a Alimony paid: 31a

31b Recipient's SSN: 31b

32 IRA deduction (see instructions): 32

33 Student loan interest deduction (see instructions): 33

34 Tuition and fees deduction. Attach Form 8917: 34

35 Domestic production activities ded. Attach Form 8903: 35

36 Add lines 23 through 31a and 32 through 35: 0

37 Subtract line 36 from line 22. This is your **adjusted gross income**: 86,882

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see Instructions.

Form **1040** (2008)

**Exhibit 4**

# **GMAC Mortgage**

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

01/13/10

TODD SILBER

73 FARNHAM ROAD

SOUTH WINDSOR CT 06074

RE: Account Number [REDACTED] 8843  
Property Address 73 FARNHAM ROAD  
SOUTH WINDSOR CT 06074

Dear TODD SILBER

In connection with your request for a FHA Loan Modification, we regret to inform you that your request has been denied for the following reason(s):

☒ The financial information provided shows you have insufficient income to support your request. We recommend you consider selling your property. If the value of your property has declined and would not result in a full payoff of the mortgage please contact our office when an offer is received so we can review for a possible short sale.

☐ The financial information provided shows that your income is sufficient to cover your existing mortgage obligation; therefore, we are unable to modify your existing obligation.

☐ While you do not have sufficient income to support all of your monthly expenses; however, some of your expenses could be reduced. We recommend you contact your other creditors to lower their monthly payments before workout solutions can be considered on your mortgage.

☐ We previously requested additional information from you which has not been received; therefore, we are unable to continue our review for workout solutions.

☐ Denied by Investor

Account Number [REDACTED] 8843  
Page Two

☐ The payment we received does not represent the correct amount as specified in the agreement.

☐ The required payment was not received by the payment due date as specified in the agreement.

☐ We have not received the signed agreement.

☐ We have not received the required contribution.

☐ We have been unable to clear/resolve outstanding title issues in order to meet recording requirements.

☒ Fail FE DTI

☐

At times like these we feel it is important for you to seek financial advice from a trusted source experienced with situations like yours. Therefore, we recommend you call 1.800.CALL.FHA to find a HUD-Certified housing counseling agency or HOPE HOTLINE at 1-888-995-HOPE to discuss your needs.

We will continue to work with you to explore other options that may be available for your circumstances. If you have any questions regarding the above decision, please contact our office at 888-714-4622, between the hours of 7:00 a.m. and 9:00 p.m. Monday through Thursday Central Standard time, 7:00 a.m. to 6:00 p.m. Central Standard time Friday, and 8:00 a.m. to 12:00 p.m. Central Standard time on Saturday.

Loss Mitigation Department  
Loan Servicing

Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose.

If you are currently involved in a bankruptcy proceeding or have been discharged of your personal liability for the repayment of this debt, this notice is being provided for informational purposes only, it is not an attempt to hold you personally responsible for the debt and any rights we may chose to pursue will be exercised against the property only.

5:90

**Exhibit 5**



# **GMAC Mortgage**

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

03/15/10

TODD SILBER

73 FARNHAM ROAD

SOUTH WINDSOR CT 06074

RE: Account Number [REDACTED] 8843  
Property Address 73 FARNHAM ROAD

SOUTH WINDSOR CT 06074

Dear TODD SILBER

In connection with your request for a FHA Loan Modification, we regret to inform you that your request has been denied for the following reason(s):

☒ The financial information provided shows you have insufficient income to support your request. We recommend you consider selling your property. If the value of your property has declined and would not result in a full payoff of the mortgage please contact our office when an offer is received so we can review for a possible short sale.

☐ The financial information provided shows that your income is sufficient to cover your existing mortgage obligation; therefore, we are unable to modify your existing obligation.

☐ While you do not have sufficient income to support all of your monthly expenses, some of your expenses could be reduced. We recommend you contact your other creditors to lower their monthly payments before workout solutions can be considered on your mortgage.

☐ We previously requested additional information from you which has not been received; therefore, we are unable to continue our review for workout solutions.

03/15/10

Account Number [REDACTED] 8843

Page Two

☐ We service your loan on behalf of an investor or group of investors that has not given us authority to modify your loan under the program requested.

☐ The payment we received does not represent the correct amount as specified in the agreement.

☐ The required payment was not received by the payment due date as specified in the agreement.

☐ We have not received the properly signed and executed agreement.

☐ We have not received the required contribution.

☐ We have been unable to clear/resolve outstanding title issues in order to meet recording requirements.

☒ Debt to Income ratio exceeds program limits

☐

At times like these we feel it is important for you to seek financial advice from a trusted source experienced with situations like yours. Therefore, we recommend you call 1.800.CALL.FHA to find a HUD-Certified housing counseling agency or HOPE HOTLINE at 1-888-995-HOPE to discuss your needs.

We will continue to work with you to explore other options that may be available for your circumstances. If you have any questions regarding the above decision, please contact our office at 888-714-4622, between the hours of 7:00 a.m. and 9:00 p.m. Monday through Thursday Central Standard time, 7:00 a.m. to 6:00 p.m. Central Standard time Friday, and 8:00 a.m. to 12:00 p.m. Central Standard time on Saturday.

Loss Mitigation Department  
Loan Servicing

03/15/10

Account Number 0602198843

Page Three

Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose.

If you are currently involved in a bankruptcy proceeding or have been discharged of your personal liability for the repayment of this debt, this notice is being provided for informational purposes only, it is not an attempt to hold you personally responsible for the debt and any rights we may chose to pursue will be exercised against the property only.

#### Disclosure of the Use of Information Obtained From an Outside Source

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Information Services, LLC

Address: P.O. Box 740241, Atlanta, GA 30374-0241

[Toll-free] Telephone number: 800-685-1111 [www.equifax.com](http://www.equifax.com)

*If you have any questions regarding this notice, you should contact:*

Creditor's name: GMAC Mortgage, LLC

Creditor's address: PO Box 780, Waterloo IA 50704

Creditor's telephone number: 800-766-4622

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

5:90

**Exhibit 6**



## **Federal Emergency Homeowners' Loan Program (EHLP) Fact Sheet**

The Federal Emergency Homeowners' Loan Program (EHLP) provides assistance to eligible Connecticut homeowners who are 90 days or more delinquent with their first mortgage payment as a result of having suffered a loss of income due to unemployment, underemployment or suffered adverse economic conditions resulting from a medical emergency or serious injury. Utilizing federal funds, eligible homeowners are given a mortgage assistance loan to pay mortgage arrearages, delinquent taxes, homeowners insurance, condominium fees and foreclosure related legal fees as well as assist with monthly mortgage payments for up to 24 months or \$50,000 whichever comes first. The assistance is provided as an interest free forgivable mortgage loan as long as the borrowers continue to reside in the property and pay their first mortgage on time.

The EHLP program is available through September 30, 2011 and is administered by the Connecticut Housing Finance Authority (CHFA).

### **Homeowner Eligibility Requirements:**

- **Income Thresholds:** Eligible homeowners' current household income must be equal to or less than 120 percent of the Area Median Income (AMI) adjusted for household size for the City/Town where their principal residence is located. Household income includes wages, salary, and self-employed earnings and income of all adult members of the household.
- **Significant Income Reduction:** Eligible homeowners must have a current yearly gross income that is at least 15 percent lower than the pre-hardship income due to unemployment, underemployment or from a medical emergency or serious injury.
- **Principal Residence:** Eligible homeowners must reside in the mortgaged property as their principal residence. The mortgaged property must also be a single family residence (1 to 4 unit structure or condominium unit). Please note that no business or commercial use of the property is allowed.
- **Ability to Resume Repayment:** Eligible homeowners must have a reasonable likelihood of being able to resume repayment of the first mortgage obligation and meet other housing expenses and debt obligations within 2 years.
- **Loan Terms:** 0% forgivable mortgage loan as long as the borrowers continue to reside in the property and pay their first mortgage on time.

### **Terms and Conditions of Assistance:**

Only homeowners eligible for monthly assistance under the terms of the program will be eligible for assistance under the EHLP program. EHLP program funds are not available to assist homeowners with arrearages only.

- The maximum total amount of assistance is \$50,000 per household.
- Assistance with monthly mortgage payments may be provided for 12 months which can be extended if necessary for an additional 12 months for a maximum of 24 months of assistance. Monthly mortgage payments must include escrows for property taxes, hazard insurance, and flood insurance, if applicable.
- Homeowner contribution to monthly first mortgage loan payments will be set at 31 percent of gross income at the time of application, but in no instance will it be less than \$25 per month.

- The amount of monthly assistance is the dollar amount necessary to satisfy the homeowner's first mortgage loan payment in excess of the required homeowner contribution toward their first mortgage loan payment.

**Termination of Monthly Assistance:**

Assistance is terminated and the homeowner resumes full responsibility for meeting the first mortgage loan payments in the event of any of the following circumstances:

- After 24 months or the maximum loan (\$50,000) amount has been reached whichever occurs first;
- The homeowner fails to report changes in income or employment status;
- The homeowners' household income is restored such that the first mortgage payment (Principal, interest, taxes and insurance escrows) is less than 31% of the monthly aggregate household income.
- The homeowner no longer resides in, sells, or refinances the debt on the mortgaged property; or
- The homeowner defaults on their required contribution to CHFA toward the first mortgage loan payment.

**Income Re-evaluation:**

After initial income verification at application intake, the homeowner shall be required to notify CHFA of any changes in the household income and/or employment status at any point throughout the entire period of assistance and must provide financial documentation for re-evaluation no less than 12 months from the initial approval when requested by CHFA.

**Repayment Requirements & Terms for Declining Balance Feature:**

FEHLP loan terms allow for a declining balance during the five years immediately following the final assistance payment (the five year repayment period) made on behalf of a homeowner who has successfully completed participated in the program. No payment is due on the note during the 5 year term so long as the assisted household maintains the property as principal residence and remains current in his or her monthly payments on the first mortgage loan. If the homeowner meets these two conditions, the FEHLP loan balance shall decline by twenty percent (20%) annually.

**Events Triggering Note Repayment:**

The homeowner will be responsible for repayment of the applicable balance of the FHELP note to CHFA or its successor, if, at any time during the five year repayment period, any of the following events occur:

- The homeowner no longer resides in the mortgaged property as a principal residence, but maintains ownership;
- The homeowner defaults on its portion of the current mortgage; or
- The homeowner receives net proceeds from selling or refinancing debt on the home.

**To Obtain More Information:**

Homeowners may contact the CHFA Customer Call Center at 860-571-3500 or toll free at 1-877-571-CHFA (2432) for additional information and to determine preliminary eligibility to receive FEHLP applications.