

**SUPERIOR COURT  
OF THE  
STATE OF DELAWARE**

JAMES T. VAUGHN, JR.  
*PRESIDENT JUDGE*

**KENT COUNTY COURT HOUSE  
38 THE GREEN  
DOVER, DELAWARE 19901**

**ADMINISTRATIVE DIRECTIVE  
OF THE  
PRESIDENT JUDGE OF THE SUPERIOR COURT  
OF THE STATE OF DELAWARE**

**NO. 2009-3**

**RESIDENTIAL MORTGAGE FORECLOSURE  
MEDIATION PROGRAM**

This 31st day of August 2009,

WHEREAS, the number of mortgage foreclosure complaints filed with the Court continues to grow at a pace that will reach more than six thousand in 2009. Historically, Delaware has averaged 2,000 foreclosure filings a year but had 4,500 filings in 2008. The increase in foreclosure filings is resulting in an increasing burden on judicial resources, de-stabilization of families and communities, and an adverse effect on property values and the interest of lenders in affected properties; and

WHEREAS, with the assistance of a trained mediator, lenders and homeowners may be able to negotiate a mutually acceptable alternative to the foreclosure action; and

WHEREAS, sound economic and public policy grounds support encouraging more lenders and homeowners to attempt to find mutually agreeable alternatives to foreclosure actions against individuals' primary residences; and

WHEREAS, mediation programs for foreclosure are being developed across

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the country to address the residential mortgage foreclosure crisis; and

WHEREAS, the Court has previously acted to encourage parties to a mortgage foreclosure action to mutually agree to a resolution of the matter short of foreclosure in Administrative Directive No. 2008-3, through creation of the Mortgage Foreclosure Dormant Docket; and

WHEREAS, a steering committee comprised of attorneys for borrowers, attorneys for lenders, bankers, advocates, housing counselors, and other interested parties has been meeting for several months to develop a residential foreclosure mediation program for the Court and have reached a consensus on the design of a foreclosure mediation program;

**NOW, THEREFORE, IT IS DIRECTED** that:

1. A Residential Mortgage Foreclosure Mediation Program (“Mediation Program”) is hereby adopted.

2. Upon the initiation of a foreclosure action against a homeowner occupied primary residence, Plaintiff or counsel for Plaintiff in complying with the requirement to notify persons with a possible real or equitable interest in the affected property (Superior Court Civil Rule Form 36) shall send and post a Special Notice Hotline Flyer, providing a hotline number (attached as Exhibit A in English and Spanish), a Universal Intake Form (attached as Exhibit B in English and Spanish), and a Foreclosure Intervention Counseling Client’s Checklist (attached as Exhibit C in English and Spanish), to the Defendant homeowner (hereinafter “homeowner”) as part of the Notice to Lienholders and Tenants as set forth in Superior Court Civil Rule

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4(f)(4) and will certify that the flyer, intake form and checklist were posted and mailed, in the affidavit, mandated by that rule. The Flyer will advise the homeowner to seek counseling with one of the HUD certified counseling agencies by calling the hotline and getting a referral and will provide the homeowner with information pertaining to the Residential Mortgage Foreclosure Program including time lines for meeting with the counselor and providing the financial information necessary to complete the worksheet. The flyer will encourage the homeowner to stay in contact with Plaintiff. This residential foreclosure Mediation Program is limited to homeowners who own a one to four unit home and reside in the home as their primary residence or reside in one of the units of a one to four unit home as their primary residence and the mortgage on that property which is their primary residence is being foreclosed. In either case the mortgage being foreclosed on cannot have provided security, in whole or in part, for a business, commercial or agricultural loan.

3. A Homeowner may elect to enter the Mediation Program by meeting with a HUD certified housing counseling agency and submitting a completed version of the Universal Intake Form (Exhibit B) to the lender's attorney and Delaware Volunteer Legal Services ("DVLS") within 15 days of posting the flyer described in paragraph two above. However, Homeowners who have entered into a prior agreement through this Mediation Program with respect to the property in foreclosure and who have breached that agreement shall not be eligible to enter the Mediation program again absent the consent of the lender.

4. A Homeowner will qualify for the Mediation Program and the case will be

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scheduled for mediation when (i) the requirements of paragraph three above have been fully satisfied and (ii) the Homeowner and counselor prepare a good faith proposal under which the Homeowner can reasonably sustain monthly mortgage payments (including taxes, principle, interest, insurance, homeowner association dues and other fees typically placed in escrow and normally paid as part of the monthly mortgage payment) that do not account for more than 38% of the homeowner's gross (pretax) monthly income. The 38% threshold shall not be reached by a loan repayment term in excess of 40 years, an interest rate of less than 2%, or a principal reduction. These are threshold requirements for qualification and not intended to limit any agreements the parties may reach at Mediation. If the Homeowner qualifies for the Mediation Program, the HUD certified housing counselor will provide the completed worksheet and pertinent documents to (i) Counsel of Record in the foreclosure action and (ii) DVLS to permit them to schedule the case for the next available mediation day in the County where the foreclosed property is located.

Homeowners who complete step one but cannot develop a good faith proposal that limits monthly payments to 38% of income, are encouraged to negotiate with the Plaintiff and counsel for Plaintiff shall have the discretion to ask that the case be scheduled for Mediation.

5. Upon receipt of the completed worksheet and attachments, Counsel of Record for the Plaintiff will *post haste* forward the completed worksheet with attachments to the Plaintiff. In the event that the Homeowner does not file a timely answer to the foreclosure action, Counsel for Plaintiff shall not seek a default

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judgment until at least 60 days after Plaintiff has received the completed worksheet and attachments thereto. If Mediation does not occur within 60 days, through no fault of the Plaintiff, and an Answer with an Affidavit of Defense is not filed, Default Judgment may be requested without Motion in accordance with Superior Court Rule of Civil Procedure 55(b)(1). Even if Default Judgment does enter, Mediation can still occur and the Default Judgment can be vacated by stipulation of the parties if an agreement is reached or as otherwise allowed in Superior Court Rules of Civil Procedure.

6. If the Plaintiff and Homeowner (who has qualified for the Mediation Program) either do not enter into good faith negotiations designed to end the foreclosure action, or do enter such negotiations, but fail to reach a settlement, a mediation conference between the parties will take place as already scheduled on the next available Mediation Program mediation day in the County where the foreclosure action was commenced. A preliminary position statement will be provided by the parties to the Mediator one day in advance of mediation.

7. A representative of the Plaintiff, who has decision making/settlement authority, must attend the mediation session either in person or be available by phone.

8. Once scheduled, if both parties appear, a mediation conference may only be continued or rescheduled at the request of the Plaintiff or upon agreement of both parties. If Plaintiff fails to appear, the case will be rescheduled for the next available mediation day or such other time as the parties may agree. If mediation is being rescheduled because of Plaintiff's failure to appear, consideration will be given to

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schedule mediation at a time(s) convenient of the Homeowner.

9. After mediation has concluded, the case may be resolved, placed on the dormant docket (Administrative Directive No. 2008-3) pending additional discussion between the parties, or if no settlement is reached, proceed pursuant to Court rules as if mediation had not been elected or pursued. If a workout is reached at mediation, the terms of the agreement will be memorialized in writing at the conclusion of the mediation. Promptly thereafter, the parties shall deliver to each other fully executed documents.

10. If seeking a default judgment against a mortgagor eligible to elect to participate in the Mediation Program, the Plaintiff or Plaintiff's counsel must have complied with the requirements in Paragraph two of this Directive.

11. Each mediator shall submit to the Court and to the Community Legal Aid Society, Inc. ("CLASI"), an ADR evaluation form which shall indicate, among other things, (i) whether the Homeowner and Plaintiff appeared, and (ii) whether a workout was reached.

12. CLASI shall maintain statistics on (i) the number of Mediation Program workouts that avoided losses of homes, (ii) the number of Mediation Program workouts that did not avoid losses of homes, (iii) the number of Mediations that did not result in a workout, (iv) the number of homeowners (counting joint homeowners on a single mortgage as one) who qualified for the Mediation Program, (v) the number of such homeowners who failed to appear at the scheduled Mediation and who had not earlier reached a workout agreement with the Plaintiff, (vi) the number

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of workouts reached outside of the Mediation Program that avoided losses of homes, (vii) the number of workouts reached outside of the Mediation Program that did not avoid losses of homes, (viii) the number of Plaintiffs who failed to appear at the scheduled Mediation and who had not earlier reached a workout agreement with the Homeowner, and (ix) such other statistics as the Court deems appropriate to assess the Mediation Program and inform the public. These statistics shall be published quarterly by the Court. A steering committee consisting of stakeholders and representatives of stakeholders will meet, at the pleasure of the Court, to recommend improvements to the Mediation Program.

13. This Administrative Directive shall apply to all mortgage foreclosure actions within its scope filed on or after September 15, 2009.

/s/ James T. Vaughn, Jr.  
President Judge

oc: Prothonotaries  
cc: Superior Court Judges  
Superior Court Commissioners  
Court Administrator  
Margaret Derrickson  
File



## You are about to lose your home to foreclosure

### **Don't Wait!**

**Free help** is available through the  
**Delaware Foreclosure Mediation Program\***



Governor Jack Markell

To participate you must meet with a HUD-approved housing counseling agency, schedule an appointment and complete your application within **15 days or less** from the date this notice was posted.

## Where do I go? Who do I contact for help?

- Delaware Attorney General's Foreclosure Hotline: 1-800-220-5424
- HUD-Approved Housing Counselor (see below)
- State of Delaware Foreclosure Website: [www.DEForeclosureHelp.org](http://www.DEForeclosureHelp.org)

### **HUD-APPROVED HOUSING COUNSELOR CONTACT INFORMATION**

#### **New Castle County:**

HOND - 302-429-0794  
 YWCA - 302-224-4060  
 Hockessin Community Center - 302-239-2363  
 Neighborhood House - 302-652-3928  
 NCALL Research, Inc - 302-283-7505  
 Interfaith Community Housing DE - 302-652-3991  
 First State Community Action Agency - 302-498-0454  
 West End Neighborhood House - 302-658-4171

#### **Kent County:**

NCALL Research, Inc - 302-678-9400  
 Interfaith Community Housing DE - 302-741-0142  
 First State Community Action Agency - 302-674-1355

#### **Sussex County:**

NCALL Research, Inc - 302-855-1370  
 Interfaith Community Housing DE - 302-741-0142  
 First State Community Action Agency - 302-856-7761

**It is also important to stay in contact with your mortgage lender or servicer. They may be able to provide you with additional resources and assistance. Be sure to contact them as soon as possible — it's never too late to call your lender!!!**

**\*With the help of a housing counselor and a trained mediator you can meet directly with your lender to explore alternatives to foreclosure.**

**TIME IS OF THE ESSENCE! CALL NOW!**



## Usted esta a punto de perder su casa por ejecución hipotecaria

### **NO ESPERE!**

**Ayuda Gratuita** esta disponible a través del Programa de **Mediación para Ejecución Hipotecaria en Delaware\***



Governor Jack Markell

Para participar usted debe reunirse con un asesor de vivienda aprobado por HUD, programar una cita y completar su aplicación dentro de los **15 días o menos** de la fecha en que este anuncio fue publicado.

## A donde voy? A quien contacto para ayuda?

- Llame la Oficina del Fiscal General de Delaware, Para Asuntos de Ejecuciones de Hipotecas: 1-800-220-5424
- Asesor de Vivienda Aprobado por HUD
- Sitio de Internet del Estado de Delaware Ejecución Hipotecaria: [www.DEForeclosureHelp.org](http://www.DEForeclosureHelp.org)

### **INFORMACION DE CONTACTO CON UN ASESOR DE VIVIENDA APROBADO POR HUD**

#### **Condado de New Castle:**

HOND - 302-429-0794  
YWCA - 302-224-4060  
Hockessin Community Center - 302-239-2363  
Neighborhood House - 302-652-3928  
NCALL Research, Inc - 302-283-7505  
Interfaith Community Housing DE - 302-652-3991  
First State Community Action Agency - 302-498-0454  
West End Neighborhood House – 302-658-4171

#### **Condado de Kent:**

NCALL Research, Inc - 302-678-9400  
Interfaith Community Housing DE - 302-741-0142  
First State Community Action Agency - 302-674-1355

#### **Condado de Sussex :**

NCALL Research, Inc - 302-855-1370  
Interfaith Community Housing DE - 302-741-0142  
First State Community Action Agency - 302-856-7761

**Es también muy importante que este en contacto con su prestamista hipotecario. Ellos pueden ofrecerle otros medios y asistencia adicional. Este seguro de contactarlos tan pronto sea posible – Nunca es demasiado tarde para llamar a su prestamista!!!**

**\*Con la ayuda de un asesor de vivienda y un Mediador entrenado, usted puede reunirse directamente con su prestamista para buscar alternativas a la ejecución hipotecaria.**

## **TIEMPO ES CRUCIAL! LLAME AHORA!**

# EXHIBIT B

## Universal Intake Form

### PLEASE PRINT

How were you referred to us? \_\_\_\_\_ If previous client, Counselor's Name: \_\_\_\_\_

#### Borrower:

Name: \_\_\_\_\_  
First M.I. Last

Social Security # Date of Birth Race Ethnicity (Hispanic/Non-Hispanic)

Address: \_\_\_\_\_  
Street Address City State Zip

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Employer: \_\_\_\_\_ Annual Income: Gross \$ \_\_\_\_\_

Other Income? \* Please identify source and amount. \_\_\_\_\_

**\*Alimony, child support, or separate maintenance income need not be revealed if the Borrower or Co-Borrower does not choose to have it considered for repaying this loan.**

Work Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Marital Status: Married Separated Unmarried (single, divorced, widowed) # of People in Household? \_\_\_\_\_

#### Co - Borrower:

Name: \_\_\_\_\_  
First M.I. Last

Social Security # Date of Birth Race Ethnicity (Hispanic/Non-Hispanic)

Address: \_\_\_\_\_  
Street Address City State Zip

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Employer: \_\_\_\_\_ Annual Income: Gross \$ \_\_\_\_\_

Other Income?\* Please identify source and amount. \_\_\_\_\_

Work Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Marital Status: Married Separated Unmarried (single, divorced, widowed)

**\*Alimony, child support, or separate maintenance income need not be revealed if the Borrower or Co-Borrower does not choose to have it considered for repaying this loan.**

Do You Want to Keep Your Home? \_\_\_\_\_ Are you currently living in the home? \_\_\_\_\_

Name of Original Mortgage Company: \_\_\_\_\_

Name of Current Mortgage Company: \_\_\_\_\_

Have You Contacted Your Lender/Servicer? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, Last Contact Date: \_\_\_\_\_

#### Home Mortgage Loan Information:

Loan Number: \_\_\_\_\_ Current Value of Your Home: \_\_\_\_\_

Type of Mortgage: \_\_\_\_\_ FHA \_\_\_\_\_ VA \_\_\_\_\_ Conv. \_\_\_\_\_ ARM \_\_\_\_\_ 80/20 \_\_\_\_\_ 30 -Yr Fixed \_\_\_\_\_

Other Identify: \_\_\_\_\_

Monthly Mortgage Payment: \_\_\_\_\_ Term: \_\_\_\_\_ Interest Rate: \_\_\_\_\_

Date Last Mortgage Payment Made: \_\_\_\_\_ How Many Months Past Due Are You? \_\_\_\_\_

Have You Been Served Legal Papers? \_\_\_\_\_ Do You Have a Second Mortgage? \_\_\_\_\_

If Yes, With Whom?: \_\_\_\_\_

Ever Had a Loan Modification / Forbearance Agreement? \_\_\_\_\_ When? \_\_\_\_\_

Have You Filed Bankruptcy? \_\_\_\_\_ When? \_\_\_\_\_

Have You Ever Worked with Another Agency to Remedy Your Mortgage Default? \_\_\_\_\_

If Yes, Agency's Name: \_\_\_\_\_ Counselor: \_\_\_\_\_ Payments to Agency (if any): \$ \_\_\_\_\_

# Universal Intake Form

Monthly Income: Borrower:		Monthly Income: Co-Borrower	
Wages ( <i>before taxes</i> )	\$ _____	Wages ( <i>before taxes</i> )	\$ _____
Unemployment Income	\$ _____	Unemployment Income	\$ _____
Child Support/Alimony*	\$ _____	Child Support/Alimony*	\$ _____
SSI/SSDI	\$ _____	SSI/SSDI	\$ _____
Retirement/Pension	\$ _____	Retirement/Pension	\$ _____
Rents received	\$ _____	Rents received	\$ _____
Other	\$ _____	Other	\$ _____
Gross Monthly Income: \$ _____		Gross Monthly Income: \$ _____	
Net Monthly Income**: \$ _____		Net Monthly Income**: \$ _____	

\*Alimony, child support, or separate maintenance income need not be revealed if the Borrower or Co-Borrower does not choose to have it considered for repaying this loan.

\*\*Gross income, less Federal/State/Local taxes, FICA, 401K deductions, etc.

Besides income sources, please circle additional resources available to pay towards defaulted mortgage:

401(k), 403(b), CDs, IRAs, Money Market, Family/Friends, Other      Amount available: \$ \_\_\_\_\_

	Monthly	Annual	Total Owed
<b>Total Mortgage Payment</b>			
(Principal & Int., Property Taxes, H/O Insurances, H/O Ass'n Dues)	\$ _____	\$ _____	
If not escrowed, Property Taxes	\$ _____	\$ _____	
If not escrowed, H/O Insurance	\$ _____	\$ _____	
If not escrowed, Homeowner Associations Dues -	\$ _____	\$ _____	
Auto Expenses (gas, maintenance, etc.)	\$ _____	\$ _____	
Auto Insurance:	\$ _____	\$ _____	
Credit Cards	\$ _____	\$ _____	
Child Care, Alimony, Child Support:	\$ _____	\$ _____	
Food (Groceries, Eating Out, Snacks):	\$ _____	\$ _____	
Utilities (gas, electric, water, sewer, and garbage)	\$ _____	\$ _____	
Communications (cell phone, telephone, internet)	\$ _____	\$ _____	
Miscellaneous Spending Money:	\$ _____	\$ _____	
Auto Loans: Year _____ Make & Model _____	\$ _____	\$ _____	\$ _____
Auto Loans: Year _____ Make & Model _____	\$ _____	\$ _____	\$ _____
Installment Loans:	\$ _____	\$ _____	\$ _____
Medical Expenses:	\$ _____	\$ _____	\$ _____
Student Loans:	\$ _____	\$ _____	\$ _____
Home Equity Loans, outstanding balances	\$ _____	\$ _____	\$ _____
<b>TOTAL MONTHLY EXPENSES:</b>	<b>\$ _____</b>		
<b>MONTHLY SURPLUS/SHORTFALL (Total Monthly Income minus Total Monthly Expenses)</b>			<b>\$ _____</b>

# Universal Intake Form

1. I/we represent that I am/we are currently occupying the property securing the loan as my/our primary residence. If I am /we are currently occupying the property, I/we also represent that I/we intend to continue occupying the property as my/our primary residence.
2. Under penalty of perjury, I/we certify that all documents and information that I/we provide to the Housing Counselor and the Lender/Servicer, including the documents and information regarding my eligibility for any modification or eligibility for any Foreclosure Mediation Program, are true and correct and accurately reflect my financial status. My Lender/Servicer may discuss, obtain and share information about my mortgage and financial situation with third parties regarding a possible alternative to foreclosure.
3. I/we understand and acknowledge the Lender/Servicer may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that knowingly submitting false information may violate state and Federal law.
4. I/we understand that if I/we have intentionally engaged in fraud or misrepresented any fact(s), or if I/we do not provide all of the required documentation, the Lender/Servicer may refuse to consider any modification or alternative to foreclosure.
5. I/we certify that I am /we are willing to provide all requested documents and to respond to Housing Counselor/Mediator/Lender/Servicer communications in a timely manner. I/we understand that time is of the essence and intentional delays on my/our part could result in making me/us ineligible for the Foreclosure Mediation Program.
6. I/we understand that negotiations for a possible foreclosure alternative will not constitute a waiver or defense to my Lender's/Servicer's right to commence or continue any foreclosure or other collection action.
7. I/we understand that an alternative to foreclosure will only be provided if an agreement has been approved in writing by my Lender/Servicer.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower

\_\_\_\_\_  
Date

## Forma Universal de Información

### EN IMPRENTA POR FAVOR

¿Cómo fue referido a nosotros? \_\_\_\_\_ Si es nuestro cliente, Nombre del Consejero: \_\_\_\_\_

#### Prestatario:

Nombre: \_\_\_\_\_

Primero

I.M

Apellidos

# Seguro Social \_\_\_\_\_ Fecha de Nacimiento \_\_\_\_\_ Raza \_\_\_\_\_ Etnicidad (Hispano/No-Hispano) \_\_\_\_\_

Dirección: \_\_\_\_\_

Calles

Ciudad

Estado

Zip

Teléfono (Domicilio): \_\_\_\_\_ Teléfono (Celular): \_\_\_\_\_

Empleador: \_\_\_\_\_ Salario Anual: Bruto \$ \_\_\_\_\_

¿Otras Ganancias? \*Identifique por favor la fuente y la cantidad. \_\_\_\_\_

**\*Estipendio por divorcio, manutención de hijos o algún ingreso por mantenimiento de separación no necesitan ser revelados si el prestatario o Co-prestatario decide no considerar estos ingresos para el pago de este préstamo.**

Teléfono (Trabajo): \_\_\_\_\_ E-mail: \_\_\_\_\_

Estatus Marital: Casado Separado No Casado (soltero, divorciado, viudo) ¿# de Personas en su Hogar? \_\_\_\_\_

#### Co - Prestatario:

Nombre: \_\_\_\_\_

Primero

I.M

Apellidos

# Seguro Social \_\_\_\_\_ Fecha de Nacimiento \_\_\_\_\_ Raza \_\_\_\_\_ Etnicidad (Hispano/No-Hispano) \_\_\_\_\_

Dirección: \_\_\_\_\_

Calles

Ciudad

Estado

Zip

Teléfono (Domicilio): \_\_\_\_\_ Teléfono (Celular): \_\_\_\_\_

Empleador: \_\_\_\_\_ Salario Anual: Bruto \$ \_\_\_\_\_

¿Otras Ganancias? \*Identifique por favor la fuente y la cantidad. \_\_\_\_\_

**\*Estipendio por divorcio, manutención de hijos o algún ingreso por mantenimiento de separación no necesitan ser revelados si el prestatario o Co-prestatario decide no considerar estos ingresos para el pago de este préstamo.**

Teléfono (Trabajo): \_\_\_\_\_ E-mail: \_\_\_\_\_

¿Desea usted mantener su vivienda? \_\_\_\_\_ ¿Vive en su vivienda actualmente? \_\_\_\_\_

Nombre de la Compañía Hipotecaria Originaria: \_\_\_\_\_

Nombre de la Compañía Hipotecaria Actual: \_\_\_\_\_

¿Usted ha entrado en contacto con su prestamista/Servidor? Si \_\_\_\_\_ No \_\_\_\_\_ En caso Si, Fecha de último Contacto: \_\_\_\_\_

#### Información Hipotecaria del Préstamo:

Número del Préstamo: \_\_\_\_\_ Valor Actual de su Vivienda: \_\_\_\_\_

Tipo de Hipoteca: \_\_\_\_\_ FHA \_\_\_\_\_ VA \_\_\_\_\_ Conv. \_\_\_\_\_ ARM \_\_\_\_\_ 80/20 \_\_\_\_\_ 30 -Anos Fijos \_\_\_\_\_

En caso de otra identifique: \_\_\_\_\_

Pago Mensual de su Hipoteca: \_\_\_\_\_ Termino: \_\_\_\_\_ Taza de Interés: \_\_\_\_\_

Fecha del último pago Hipotecario realizado: \_\_\_\_\_ ¿Cuántos meses atrasados, se encuentra? \_\_\_\_\_

¿Le han servido los papeles Legales? \_\_\_\_\_ ¿Tiene una Hipoteca Secundaria? \_\_\_\_\_ En caso Si, ¿Con Quién? \_\_\_\_\_

¿Alguna vez ha obtenido una Modificación del Préstamo/ Acuerdo de Abstención? \_\_\_\_\_ ¿Cuándo? \_\_\_\_\_

¿Ha aplicado a Bancarrota? \_\_\_\_\_ ¿Cuándo? \_\_\_\_\_

¿Alguna vez ha trabajado con alguna agencia para remediar su atraso de pago en la hipoteca? \_\_\_\_\_

En Caso Si, Nombre de la Agencia: \_\_\_\_\_ Consejero: \_\_\_\_\_ Pagos a la Agencia (Si es que hubo pagos):

\$ \_\_\_\_\_

## Forma Universal de Información

### Ingresos & Fuente de Ganancias

Pagina 2

Ingreso Mensual: Prestamista:	Ingreso Mensual: Co-Prestamista
Salario (antes de impuestos) \$ _____	Salario (antes de impuestos) \$ _____
Ingreso por Desempleo \$ _____	Ingreso por Desempleo \$ _____
Manutención (Hijos)/Estipendio (divorcio) * \$ _____	Manutención (Hijos)/Estipendio (divorcio) * \$ _____
Ingreso Seguro Social /Discapacidad \$ _____	Ingreso Seguro Social /Discapacidad \$ _____
Retiro/Pension \$ _____	Retiro/Pension \$ _____
Ingresos por Rentas Recibidas \$ _____	Ingresos por Rentas Recibidas \$ _____
Otros Ingresos \$ _____	Otros Ingresos \$ _____
Ingresos Mensuales Brutos : \$ _____	Ingresos Mensuales Brutos: \$ _____
Ingresos Mensuales Netos**: \$ _____	Ingresos Mensuales Netos *: \$ _____

\* Estipendio por divorcio, manutención de hijos o algún ingreso por mantenimiento de separación no necesitan ser revelados si el prestatario o Co-prestatario decide no considerar estos ingresos para el pago de este préstamo.

\*\* Ingreso Bruto, menos Impuestos Federales/Estatales/Locales, FICA, Deducciones 401K, etc.

Además de sus Fuentes de Ingresos, por favor circule los recursos adicionales disponibles para pagar su deuda hipotecaria:

401(k), 403(b), CDs, IRAs, Money Market, Familia/Amigos, Otros      Cantidad Disponible: \$ \_\_\_\_\_

### Deudas & Gastos: (TODOS LOS PRESTATARIOS)

	Mensual	Anual	Deuda Total
<b>Pago Hipotecario Total</b>			
(Principal & Int., Impuesto de Propiedad, Seguro, Pagos Asociación)	\$ _____	\$ _____	
Si no depositados, Impuestos por Propiedad	\$ _____	\$ _____	
Si no depositados, Seguro de Propietario de Vivienda	\$ _____	\$ _____	
Si no depositados, Pagos por Asociación -	\$ _____	\$ _____	
Gastos de Automóvil (gasolina, mantenimiento, etc.)	\$ _____	\$ _____	
Seguro de Automóvil:	\$ _____	\$ _____	
Tarjetas de Crédito	\$ _____	\$ _____	
Guardería, Estipendio, Manutención de Hijos:	\$ _____	\$ _____	
Comida (Comestibles, Restaurantes, Snacks):	\$ _____	\$ _____	
Utilidades (gas, electricidad, agua, alcantarillado, y basura)	\$ _____	\$ _____	
Comunicaciones (celular, teléfono, internet)	\$ _____	\$ _____	
Gastos Varios:	\$ _____	\$ _____	
<b>Préstamo de Automóvil:</b>			
Ano _____ Marca & Modelo _____	\$ _____	\$ _____	\$ _____
<b>Préstamo de Automóvil:</b>			
Ano _____ Marca & Modelo _____	\$ _____	\$ _____	\$ _____
<b>Préstamo a Plazo:</b>	\$ _____	\$ _____	\$ _____
<b>Gastos Médicos:</b>	\$ _____	\$ _____	\$ _____
<b>Préstamo Estudiantil:</b>	\$ _____	\$ _____	\$ _____
<b>Préstamo de Equidad Propietaria, balance pendiente</b>	\$ _____	\$ _____	\$ _____
<b>TOTAL GASTOS MENSUALES:</b>	\$ _____		
<b>EXCEDENTE/DEFICIT MENSUAL (Total Ingresos Mensuales menos Total Gastos Mensuales)</b>			\$ _____

1. Yo/nosotros represento que Yo estoy/Nosotros estamos actualmente ocupando la propiedad asegurando el préstamo de mi/nuestra residencia primaria. Si Yo estoy/Nosotros estamos actualmente ocupando la propiedad, Yo/nosotros también representamos que Mi/nuestra intención es continuar ocupando la propiedad como mi/nuestra propiedad principal.
2. Bajo pena de perjurio, Yo/nosotros certificamos que todos los documentos e información que Yo/nosotros proporcionamos al consejero de vivienda y al prestamista/Servidor, incluyendo los documentos y la información con respecto mi elegibilidad para cualquier modificación o a la elegibilidad para cualquier programa de Intervención de la Ejecución de Vivienda, son verdaderos y correctos y reflejan exactamente mi estado financiero. Mi prestamista/Servidor puede discutir, obtener y compartir información de partes terceras sobre mi hipoteca y situación financiera con respecto a un alternativa posible a la Ejecución de Vivienda.
3. Yo/nosotros entendemos y reconocemos que el prestamista/Servidor pueden investigar la exactitud de las declaraciones mías/nuestras, pueden requerir que yo/nosotros proporcionemos la documentación de soporte, y con conocimiento de información falsa sometida puedo violar la ley del estado y la ley federal.
4. Yo/nosotros entendemos que en caso de que Yo/nosotros hayamos intencionalmente participado en fraude o falsificado cualquier hecho, o si Yo/nosotros no proporcionamos toda la documentación requerida, el prestamista/Servidor puede rechazar la consideración de cualquier modificación o alternativa a la Ejecución de un Vivienda.
5. Yo/nosotros certificamos que Yo/nosotros estamos dispuestos a proporcionar todos los documentos solicitados y a responder a las comunicaciones del consejero/del mediador/del prestamista/de Servidor de vivienda de una manera oportuna. Yo/nosotros entendemos que el tiempo es esencial y un retraso intencionalmente de mi/nuestra parte podría dar lugar a hacer me/nos inelegible para el programa de Intervención de Ejecución de Vivienda.
6. Yo/nosotros entendemos que las negociaciones para una alternativa posible de la Ejecución de Vivienda no constituirán en una renuncia o una defensa a los derechos mi Prestamista/Servidor de comenzar o de continuar la ejecución de vivienda u otra acción de colección.
7. Yo/nosotros entendemos que una alternativa a la ejecución de vivienda será proporcionada solamente si un acuerdo ha sido aprobado por escrito de parte de mi prestamista/Servidor.

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Prestatario

Fecha

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Co-Prestatario

Fecha

# EXHIBIT C

## *Foreclosure Intervention Counseling Client's Checklist*

To ensure that we are able to make the one-on-one counseling session effective and efficient, please be on time and bring all the items listed below.

### **Income, Savings and Investment Documentation**

1. \_\_\_\_\_ Copy of your signed federal tax returns (including all schedules and attachments) for the last two (2) years
2. \_\_\_\_\_ Proof of income (last two (2) pay stubs, social security, disability, rental, government assistance, unemployment, year-to-date profit and loss statement if self-employed, other income \* ) – All paperwork must cover the most recent month.

**NOTE: \* Alimony, child support, or separate maintenance income need not be revealed if the Borrower or Co-Borrower does not choose to have it considered for repaying this loan.**

3. \_\_\_\_\_ Bank statements for last three (3) months), Retirement/investment statements for (401(k), 403(b), CDs, IRAs, etc.)
4. \_\_\_\_\_ Recent utility bill (electric, trash, gas, water, cable, phone) with your name and property address on it as proof of occupancy

### **Budget and Expenses**

\_\_\_\_\_ Budget – Complete monthly household budget to include **all** expenses

### **Current Mortgage Documentation**

1. \_\_\_\_\_ Loan Application
2. \_\_\_\_\_ Mortgage
3. \_\_\_\_\_ Note & Riders
4. \_\_\_\_\_ Truth In Lending Disclosure
5. \_\_\_\_\_ HUD-1 Settlement Statement
6. \_\_\_\_\_ Last Mortgage Statement Received
7. \_\_\_\_\_ If loan is non-escrowed
  - a. Copy of the most recent property tax bill and proof of payment (if applicable)
  - b. Copy of current insurance bill and proof of payment (if applicable)
8. \_\_\_\_\_ Legal Documents (attorney letters, foreclosure documents, sheriff sale notices, condemnation notice, etc.)
9. \_\_\_\_\_ Most recent late notice
10. \_\_\_\_\_ Correspondence with lender(s) (such as letter to lender)
11. \_\_\_\_\_ Previous Loan Modification Documentation (if applicable)

**Purchase Offer Documentation** (if you wish to sell the home subject to foreclosure and you currently have a purchase offer on the home, please bring the following):



***Foreclosure Intervention Counseling  
Client's Checklist***

1. \_\_\_\_ Sales & Purchase Agreement (signed by buyer and you)
2. \_\_\_\_ Net Sheet or proposed Settlement Statement, showing itemized breakdown of all costs related to the sale transaction (i.e., agent commission and closing costs)
3. \_\_\_\_ Listing Agreement(s)
4. \_\_\_\_ Copy of buyer's deposit check
5. \_\_\_\_ Copy of buyer's loan approval letter.

**The Housing Counselor will help you develop the following:**

**Hardship Letter** (describes the hardship and circumstances that caused it; explains steps taken to correct the situation; provides your plan to get back on track and stay there; and assures the lender that you are a responsible homeowner who just needs a second chance and that you are very motivated to save your home)

**Home Affordable Modification Program Hardship Affidavit** (Fannie Mae Form 1021)

**IRS Form 4506-T** (Request for Transcript of Tax Return)

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Housing Counselor Staff Only:

Date Close Out Documentation Completed \_\_\_\_\_ (Required for NFMC)

## *Guía de Documentos para Prevenir la Ejecución de Vivienda*

**Para asegurarnos que nuestra asesoría durante la cita sea eficaz, pronta y responsable por favor, llegue a tiempo y traiga todos los documentos que aparecen a continuación:**

### **Ingresos, Ahorros y Documentación de inversiones**

1. \_\_\_\_\_ Copias firmadas de sus declaraciones de impuestos federales (incluya todos las formas y archivos adjuntos) durante los últimos dos (2) años.
2. \_\_\_\_\_ Pruebas de ingresos (último dos (2) recibos de pago, beneficios de seguro social, beneficios por discapacidad, ingresos por alquiler, asistencia del Gobierno, desempleo, declaraciones de pérdidas y ganancias (año hasta la fecha) si trabaja por su propia cuenta, otros ingresos \*) – Todos los documentos debe abarcar el más reciente mes.

**Nota: \* Estipendio por divorcio, manutención de hijos o algún ingreso por mantenimiento de separación no necesitan ser revelados si el prestatario o Co-prestatario decide no considerar estos ingresos para el pago de este préstamo.**

3. \_\_\_\_\_ Estados de Cuentas Bancarias los últimos tres (3) meses, declaraciones de jubilación/estado de inversiones del (401 (k), 403(b), CDs, IRAs, etc.
4. \_\_\_\_\_ Facturas recientes de utilidades (eléctrica, basura, gas, agua, cable, teléfono) con su nombre y dirección propietaria esto constara como prueba de que ocupa su vivienda.

### **Presupuestos y Gastos**

- \_\_\_\_\_ Presupuesto – Complete su presupuesto familiar mensual incluya **todos** los gastos.

### **Documentación Hipotecaria**

1. \_\_\_\_\_ Aplicación del Préstamo.
2. \_\_\_\_\_ Hipoteca.
3. \_\_\_\_\_ Nota & Clausula.
4. \_\_\_\_\_ Declaración de veracidad del préstamo (TILA)
5. \_\_\_\_\_ HUD-1 Informe de la Operación de Cierre.
6. \_\_\_\_\_ Última declaración de hipoteca recibida.
7. \_\_\_\_\_ Si el préstamo no tiene fondos en garantía
  - a. Copia de la factura de impuestos de propiedad más reciente y comprobante de pago (si corresponde)
  - b. Copia actual del seguro y comprobante de pago (si corresponde)
8. \_\_\_\_\_ Documentos legales (cartas del abogado, documentos de ejecución/embargo de vivienda, avisos de venta de sheriff, aviso de condena, etc.)
9. \_\_\_\_\_ Aviso/carta mas reciente de pago atrasado.
10. \_\_\_\_\_ Correspondencia con prestamista(s) (Como cartas al prestamista)
11. \_\_\_\_\_ Documentación de modificación de préstamo anterior (si corresponde)

## ***Guía de Documentos para Prevenir la Ejecución de Vivienda***

**Oferta de Compra** (Si desea vender la vivienda sujeta a la ejecución/embargo y actualmente tiene una oferta de compra, por favor traiga lo siguiente):

1. \_\_\_\_\_ Acuerdo de venta y compra (firmado por el comprador y usted).
2. \_\_\_\_\_ Neto general o propuesta de liquidación, mostrando desglose detallado de todos los costos relacionados con la transacción de venta (es decir, comisión del agente y los costos de cierre).
3. \_\_\_\_\_ Acuerdo(s) de Lista.
4. \_\_\_\_\_ Copia del cheque de depósito del comprador.
5. \_\_\_\_\_ Copia de la Carta de aprobación de préstamo del comprador.

**El Consejero de vivienda le ayudará a desarrollar los siguientes:**

**Carta de Penuria** (describa las dificultades y circunstancias que provocó su situación; explique medidas adoptadas para corregir la situación; presente su plan para volver a los pagos corrientes y mantenerse al día; y asegure al prestamista que es un propietario responsable que sólo necesita una segunda oportunidad y que está muy motivado para mantener su hogar)

**Afidávit del Programa de Modificación de Vivienda Asequible** (Fannie Mae Forma 1021)

Formulario de IRS 4506-T (Solicitud de transcripción de impuestos)

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Uso exclusivo del Consejero de Vivienda:

Fecha de Cierre/Documentación Completada \_\_\_\_\_ (Requerido por NFMC)