

Submit this completed Borrower Assistance Form and all required documentation online at [www.fayservicing.com](http://www.fayservicing.com); or you may send it to one of the following locations: Email: [applications@fayservicing.com](mailto:applications@fayservicing.com) Mail: Attn: Application  
 Fax: (312) 509-4794 Fay Servicing, LLC  
 P.O. Box 814609  
 Questions: (800) 495-7166 Dallas, TX 75381-4609

**Certain restrictions may apply if there is a scheduled foreclosure sale date.** The owner of your loan does not offer loss mitigation options to borrowers who submit applications less than the applicable number of days before a scheduled foreclosure sale explained here. Generally, all documents required to complete your loss mitigation application must be received more than thirty seven (37) days before a scheduled foreclosure sale in order for you to be eligible for loss mitigation options. Please note, however, that certain states have established additional loss mitigation requirements for properties that are a borrower's principal residence. For such properties located in the state of Washington, all documents required to complete a loss mitigation application must be received at least fifteen (15) days before a scheduled foreclosure sale in order for a borrower to be eligible for loss mitigation options. For such properties located in the state of Nevada or Minnesota, all documents required to complete a loss mitigation application (substantially complete for Minnesota) must be received at least seven (7) days before a scheduled foreclosure sale in order for a borrower to be eligible for loss mitigation options. For such properties located in the state of California, all documents required to complete a loss mitigation application must be received at least five (5) business days before a scheduled foreclosure sale in order for a borrower to be eligible for loss mitigation options. If a complete (substantially complete for Minnesota) loss mitigation application is not received by the dates identified in this paragraph, you will not be eligible for any loss mitigation options and the foreclosure sale may proceed. **Please note: Documents received after 4:00 pm CST on any Business Day\*\*\* will be deemed to have been received on the next Business Day.**

## BORROWER ASSISTANCE FORM

**We strongly recommend you or an authorized representative contact your Fay Servicing Account Manager to review your information and discuss all options available to you at (800) 495-7166.**

If you are experiencing a financial hardship and need help, you must complete and submit this entire Borrower Assistance Form ("Form") to be evaluated for all loss mitigation options that may be available to you. The documents required to evaluate you for available loss mitigation options vary depending on the owner of your loan. Your request for assistance can be submitted online at [www.fayservicing.com](http://www.fayservicing.com) where you will find a list of the documents needed for your loss mitigation review. Your Account Manager is also able to provide you with the list of required documents.

Loan Number (usually found on your monthly mortgage statement): \_\_\_\_\_

Are you currently living in the property as your principal residence?  Yes  No

If no, what is the status of the property:  Occupied by Non-Borrower/Tenant  Second/Vacation Home  Vacant

How many people live in your property? \_\_\_\_\_

I want to:  Keep the Property  Deed the Property to the owner of my Loan  Sell the Property  Undecided

If you wish to keep the property, how long do you plan on keeping it? \_\_\_\_\_

### CONTACT INFORMATION

Borrower	Co-Borrower
Name:	Name:
Phone #:	Phone #:
Can we contact you using our ATDS*? <input type="checkbox"/> Yes <input type="checkbox"/> No	Can we contact you using our ATDS*? <input type="checkbox"/> Yes <input type="checkbox"/> No
Email Address:	Email Address:
Can we contact you via email? (Optional) <input type="checkbox"/> Yes <input type="checkbox"/> No	Can we contact you via email? (Optional) <input type="checkbox"/> Yes <input type="checkbox"/> No
Property Address:	
Mailing Address (if different from Property Address):	

\*\*\* A "Business Day" means any day other than (a) a Saturday or Sunday, or (b) a legal public holiday.

\* Automatic telephone dialing system

**PROPERTY INSPECTION**

We may require an interior inspection of the property to be conducted. Please provide contact information for the individual we should call to schedule an inspection time and provide the most convenient time during the week that we may conduct an inspection.

Contact Name:	Phone #:
Day:	Time: a.m./p.m. (circle one)

**PROPERTY INFORMATION**

Is the property listed for sale?  Yes  No If yes, what was the listing date? \_\_\_\_\_

Have you received an offer on the property?  Yes  No Date of Offer: \_\_\_\_\_ Amount of Offer: \$ \_\_\_\_\_

\*Agent/Authorized Third Party Name: \_\_\_\_\_ Agent/Authorized Third Party Phone #: \_\_\_\_\_

Agent/Authorized Company Name/Law Firm: \_\_\_\_\_

Agent/Authorized Company/Law Firm Street Address, City, State, Zip: \_\_\_\_\_

Agent/Authorized Third Party Email: \_\_\_\_\_ For Sale by Owner?  Yes  No

\*By providing the above information you are authorizing Fay Servicing to release information on the mortgage loan to the Third Party identified

**EMPLOYMENT INFORMATION**

Borrower	Co-Borrower
Company Name:	Company Name:
Start Date:	Start Date:
Occupation:	Occupation:

**FINANCIAL INFORMATION**

Monthly Household Income		Household Assets Associated with the Property and/or Borrower(s)	
Gross Monthly Wages	\$	Checking Account(s)	\$
Overtime	\$	Savings/Money Market	\$
Child Support/Alimony*	\$	Stocks/Bonds/CDs	\$
Tips, Commissions, Bonus, and Self-Employed Income	\$	Expected Assets (e.g., inheritance, tax returns, etc.)	\$
Taxable SS Benefits or Other Taxable Monthly Income (e.g., Annuities, Retirement Plans, etc.)	\$	Total Amount in Any Additional Assets (e.g., trusts)	\$
Non-Taxable SS Benefits or Other Non-Taxable Monthly Income	\$	Other Real Estate (estimated value)	\$
Rents Received	\$	Retirement	\$
Unemployment Income	\$	Other Cash on Hand	\$
Food Stamps/Welfare	\$	Indicate your relationship to Non-Borrower Contributor:	
Other	\$		
Non-Borrower Contribution	\$		
Non-Borrower Contributor Name:			
<b>Total Monthly Household Income</b>	<b>\$</b>	<b>Total Household Assets</b>	<b>\$</b>

**\*Notice: Alimony, child support or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.**

Monthly Household Expenses and Debt Payments			
First Mortgage Payment on your Primary Residence (including taxes and homeowners insurance paid by the servicer)	\$	Life or Supplemental Insurance Premium (if any)	\$
Second Mortgage Payment	\$	Electric	\$
First Mortgage Payment on the Subject Property (including taxes and homeowners insurance paid by the servicer)	\$	Gas	\$
Mortgage Payments on Other Properties	\$	Water	\$
Property Taxes (if not paid by the servicer)	\$	Cable	\$
Homeowner's Insurance (if not paid by the servicer)	\$	Internet	\$
HOA/Condo/Property Fees	\$	Phone (cell, land line)	\$
General Property Maintenance	\$	Trash	\$
Car Loan/Lease Number of Vehicles:	\$	Food (groceries, dining out)	\$
Other Auto Expenses (tolls, train, gas, maintenance, auto insurance)	\$	Personal Items and Services	\$
Credit Cards (total minimum payment per month)	\$	Hobbies/Entertainment	\$
Other Debts (boat, RV, timeshare, personal loan, etc.)	\$	Child Care and Educational Expenses	\$
Monthly Student Loan Payments (if not deferred)	\$	Child Support or Alimony Payments	\$
Out-of-Pocket Medical Expenses	\$	Other:	\$
Out-of-Pocket Dental Expenses	\$	<b>Total of all Household Expenses</b>	\$

### HARDSHIP AFFIDAVIT

Has the hardship been resolved and is there an ability to make full or partial monthly mortgage payments?

Resolved with the ability to make full monthly mortgage payments

If yes, which best describes your intent to resolve the delinquency?

Pay \$\_\_\_\_\_ extra monthly in addition to my regular monthly payment to resolve the past due amount

Other options/additional assistance is required to resolve the past due amount

Resolved with the ability to make partial monthly mortgage payments

The hardship has not been resolved

Unemployed?  Yes  No      Date began (if applicable) \_\_\_\_\_      Seeking employment?  Yes  No

### EXPLANATION OF HARDSHIP *Continue on separate page(s) if needed.*

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## BORROWER/CO-BORROWER ACKNOWLEDGMENT AND AGREEMENT

If you apply for a modification of a first lien mortgage loan, you have the right to receive a copy of all written appraisals developed in connection with the application.

I certify, acknowledge, and agree to the following:

1. All of the information in this Form is truthful and the hardship that I have identified contributed to my need for mortgage relief.
2. The accuracy of my statements may be reviewed by Fay Servicing, the owner or guarantor of my loan, or their agent(s), and I may be required to provide additional supporting documentation.
3. Knowingly submitting false information may violate federal and other applicable law.
4. If I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this request for mortgage relief or if I do not provide all required documentation, Fay Servicing may cancel any mortgage relief granted and may pursue foreclosure on my home and/or pursue any available legal remedies.
5. Fay Servicing is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
6. I may be eligible for a trial period plan, repayment plan, or forbearance plan. If I am eligible for one of these plans, I agree that all the terms of this Acknowledgment and Agreement are incorporated into such plan by reference as if set forth in such plan in full.
7. A condemnation notice has not been issued for the property.
8. Fay Servicing will obtain a current credit report on all borrowers obligated on the Note.
9. Fay Servicing will collect and record personal information that I submit in this Form and during the evaluation process. This personal information may include, but is not limited to: (i) my name, address, and telephone number; (ii) my Social Security number; (iii) my credit score; (iv) my income; and (v) my payment history and information about my account balances and activity. I understand and consent to Fay Servicing, as well as any investor or guarantor, disclosing my personal information and the terms of any relief or foreclosure alternative that I receive to any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) or any companies that perform support services to them.
10. I consent to being contacted at any telephone number, including mobile telephone number, or email address I have provided to Fay Servicing (provided I have checked the appropriate boxes on this Form that authorizes email and telephone communication or have previously provided such authorization).
11. If I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Note and Security Instrument, or am currently entitled to the protections of any automatic stay in bankruptcy, I acknowledge that Fay Servicing is providing the information about mortgage assistance at my request and for informational purposes, and not as an attempt to impose personal liability for the debt evidenced by the Note.
12. If I or someone on my behalf has submitted a cease and desist notice to Fay Servicing pursuant to the Fair Debt Collection Practices Act (FDCPA), I consent to Fay Servicing communicating with me with respect to the loss mitigation process and acknowledge that such communication is not a violation of the FDCPA.
13. I understand, acknowledge, and agree that the Lender and Other Loan Participants can obtain, use and share tax return information for purposes of (i) providing an offer; (ii) originating, maintaining, managing, monitoring, servicing, selling, insuring, and securitizing a loan; (iii) marketing; or (iv) as otherwise permitted by applicable laws, including state and federal privacy and data security laws. The Lender includes the Lender's affiliates, agents, service providers and any of aforementioned parties' successors and assigns. The Other Loan Participants includes any actual or potential owners of a loan resulting from your loan application, or acquirers of any beneficial or other interest in the loan, any mortgage insurer, guarantor, any servicers or service providers for these parties and any of aforementioned parties' successors and assigns.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date