

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

Questions: (800) 495-7166

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 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 for a borrower to be eligible for loss mitigation options. For such properties located in the state of Minnesota, all documents required to complete a loss mitigation application (substantially complete for Minnesota) must be received at least seven (7) business days before a scheduled foreclosure sale for a borrower to be eligible for loss mitigation options. For such properties located in the state of California, Nevada and North Carolina, all documents required to complete a loss mitigation application must be received at least five (5) business days before a scheduled foreclosure sale 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 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*? ☐ Yes ☐ No	Can we contact you using our ATDS*? ☐ Yes ☐ No
Email Address:	Email Address:
Can we contact you via email? (Optional) ☐ Yes ☐ No	Can we contact you via email? (Optional) ☐ Yes ☐ 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 INFORMATION

Is the property listed for sale? ☐ Yes ☐ No

If yes, what was the listing

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,

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

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.*

Please include the supporting documentation for the following hardships:

☐ Divorce or legal separation:

Final divorce decree or final separation agreement OR Recorded quitclaim deed

☐ Separation of Borrowers unrelated by marriage, civil union, or similar domestic partnership under applicable law:

Recorded quitclaim deed OR legally binding agreement evidencing that the non-occupying Borrower or co-Borrower has relinquished all rights to the Property

☐ Death of Borrower or death of either the primary or secondary wage earner

Required Hardship Documentation - Death certificate OR Obituary or newspaper article reporting the death

☐ Active duty servicemember employment transfer/relocation

Permanent Change of Station (PCS) orders or letter showing transfer

HARDSHIP ATTESTATION

Please complete the below section if you are current on your loan and unable to make the next required Mortgage Payment.

I am/we are experiencing a reduction in income and/or the above hardship(s) that will prevent me/us from making the next required Mortgage Payment due on _____ during the month that it is due.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to five years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §§ 3729, 3802).

Borrower Signature

Co-Borrower Signature

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 may obtain a current credit report on all borrowers obligated on the Note.
9. Fay Servicing may 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 may 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